

RESOLUTION NO. 2025 – 103

**A RESOLUTION AUTHORIZING AND DIRECTING THE ADMINISTRATION TO ENTER INTO AN AGREEMENT FOR ON-CALL CONSTRUCTION CONSULTING SERVICES WITH QUALITY CONTROL INSPECTION, INC. (QCI), AND DECLARING AN EMERGENCY**

**WHEREAS**, the Administration has determined the need for and recommends on-call construction consulting services to assist the City’s Service Department and the City Engineer with construction inspection services; and

**WHEREAS**, the on-call construction consulting services provided by QCI will include construction engineering, construction administration, and construction inspection services; and

**WHEREAS**, Council may authorize the personal services described in the agreement between the City of Parma Heights and QCI, in the form identified in Exhibit “A”, attached hereto, and made a part hereof as though fully rewritten without advertising for bids and without competitive bidding process based upon the authority granted to it in Article V Section 6 of the Charter.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Parma Heights, County of Cuyahoga and State of Ohio:

Section 1: The Administration is authorized and directed to enter into an Agreement between the City of Parma Heights and QCI, in the form identified in Exhibit “A”, attached hereto, and made a part hereof as though fully rewritten, and to expend funds for personal services in satisfaction of the Agreement.

Section 2: This Council finds and determines that all formal actions of this Council concerning and relating to the adoption of this Resolution were taken in an open meeting of this Council and that all deliberations of the Council and of any of its Committees comprised of a majority of the members of the Council that resulted in those formal actions were in meetings open to the public, in compliance with the law.

Section 3: This Resolution is declared to be an emergency measure necessary for the public peace, health, and safety of the Municipality, and for the further reason it is necessary for the City to utilize the expertise and resources of QCI to assist the City with construction consulting services to avoid a disruption in public service; wherefore, this Resolution shall be in full force and effect immediately upon its passage by Council and approval by the Mayor.

PASSED: December 8, 2025

Thomas Rounds  
PRESIDENT OF COUNCIL

ATTEST: Barbara Allen  
CLERK OF COUNCIL

December 8, 2025  
APPROVED

FILED WITH  
THE MAYOR: December 8, '25

Marie Gallo  
MAYOR MARIE GALLO

## Agreement



Contract No.: 040-26-066  
Expiration: 12/31/2026  
Client: City of Parma Heights  
Service: On-call Construction Engineering,  
Construction Administration &  
Construction Inspection Services

This Agreement made this 1 day of January, 2026 by and between Quality Control Inspection, Inc. ("QCI") and the City of Parma Heights ("CITY").

### WITNESSETH:

WHEREAS, QCI is in the business of providing on-call consulting services relating to construction engineer, construction administration and construction inspection services (excluding: wastewater treatment plant, water plant, water towers, landfills, hazardous waste or treatment facilities, or projects adjudged by QCI to be of a specialized nature); and

WHEREAS, the CITY is desirous of engaging QCI to retain non-exclusive consulting services relating to construction engineering, construction administration and construction inspection services as more fully set forth below: and

WHEREAS, QCI and CITY have agreed to the terms and conditions for the consideration as more fully set forth below.

NOW THEREFORE, in consideration of the mutual promises and obligations observed and performed by the parties hereto, QCI and the CITY hereby agree as follows:

### ARTICLE I - SCOPE OF SERVICE

QCI shall provide qualified Resident Project Representative(s) ("RPR"), Contract Administrators ("CA") and Construction Project Engineers ("CPE") for the use by the CITY and at the direction of the CITY's engineer ("ENGINEER") or authorized representative of the CITY to inspect, consult, or manage Work being performed by Contractors hired, or authorized to perform work, by the CITY, including work being performed by utility service providers. The CITY shall have the right to reasonably approve all personnel assigned by QCI including any additional or substitute personnel.

Prior to the commencement of any project for which the services of QCI are required and when requested by the CITY, QCI shall meet with the CITY, review the proposed project and provide the CITY with a QCI Pre-Project Support Services Plan and written estimate of cost proposed for services, consistent with Exhibit "A" fee schedule attached hereto, which written estimate must be approved in writing by CITY prior to commencement of the work.

1. Duties and Responsibilities of the RPR and CA (while working at the direction of the ENGINEER):
  - a.) Liaison: Serve as the CITY's and ENGINEER's liaison with Contractor working principally through Contractor's Superintendent and assist him/her in understanding the intent of the Contract Documents.

- b.) Review of work, Rejection of Defective Work, Inspection and Tests:
- (i) Conduct on-site observations of the work in progress to determine if the work is proceeding in accordance with the Contract Documents and that completed work will conform to the Contract Documents.
  - (ii) Report to the CITY and ENGINEER whenever QCI believes that any work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or does not meet the requirements of any inspections, tests, or approval required to be made or has been damaged prior to final payment; and advise CITY and ENGINEER when QCI believes work should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
  - (iii) Verify that tests are conducted as required by the Contract Documents and in presence of the required personnel, and that the Contractor maintains adequate records thereof; observe, record and report to the CITY and ENGINEER appropriate details relative to the test procedures.
  - (iv) Accompany visiting inspectors representing public or other agencies having jurisdiction over the project, record the outcome of these inspections and report to CITY and ENGINEER.
- c.) Interpretation of Contract Documents: Transmit to the Contractor clarifications and interpretations of the contract documents as approved by the CITY and ENGINEER.
- d.) Modification: Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report them with recommendations to CITY and ENGINEER.
- e.) Reports:
- (i) Furnish CITY and ENGINEER daily reports as required for progress of the work and Contractor's compliance with the approved progress schedule and schedule of Shop Drawings submissions. Included shall be pay items completed, test data, and comments relative to observations of the day's work.
  - (ii) Consult with CITY and ENGINEER in advance of scheduled major tests, inspections or start of important phases of work.
- f.) RPR:
- (i) The RPR is authorized to call to the attention of the Contractor any failure of the work or materials to conform to the Specifications and Contract, and report such findings in writing to the CITY and ENGINEER
  - (ii) The RPR is authorized to reject the use or attempted use of non-specified materials and report such rejection to the CITY and ENGINEER.
- g.) Payment Requisitions: Review applications for payment with Contractor for compliance with the established procedure for their submission and forward them with recommendations to CITY and ENGINEER, noting particularly their relation to the schedule of values, work completed and materials and equipment delivered at the site but not incorporated in the work.

- h.) Completion:
    - (i) Submit to Contractor a list of observed items requiring completion or correction and report such findings in writing to the CITY and ENGINEER.
    - (ii) Conduct final inspection in the presence of the CITY and ENGINEER and Contractor and prepare a final list of items to be completed or corrected, and report such findings in writing to the CITY and ENGINEER.
    - (iii) Verify that all items on final list have been completed or corrected and make recommendations to the CITY and ENGINEER concerning acceptance.
  - i.) Additional Duties and Responsibilities of the CA: In addition to the duties and responsibilities as spelled out in Paragraph 1 (a), at the request of the CITY or ENGINEER, the CA shall act as a representative of the CITY and shall, under the CITY's authority and control; use best effort to resolve, rectify, remedy, correct and/or modify all field problems of any nature whatsoever, included, but not limited to, making recommendations and/or suggestions of solutions to field problems to the CITY and ENGINEER.
2. Duties and Responsibilities of the Construction Project Engineer (CPE): When required by the CITY, QCI's CPE serves as the responsible engineer in charge of the construction and management of capital improvement projects. These individuals are Ohio Licensed professional engineers who possess a significant level of experience in managing projects in full compliance with a variety of local, state, and federal government programs.
- a.) The CPE shall provide sufficient organization, personnel and management to carry out the requirements of this Agreement in an expeditious and economical manner consistent with the best interests of the CITY.
  - b.) The CPE shall expeditiously review design documents during their development and advise on proposed site use and improvements, selection of materials, building systems and equipment, and methods of Project delivery. The CPE shall provide recommendations on relative feasibility of construction methods, availability of materials and labor, time requirements for procurement, installation and construction, and factors related to construction cost including, but not limited to, costs of alternative design or materials, preliminary budgets, and possible economies.
  - c.) The CPE shall consult with the CITY and ENGINEER and/or the CITY's architect ("ARCHITECT") regarding the Construction Documents and make recommendations whenever design details adversely affect constructability, cost or schedules.
  - d.) The CPE shall assist the CITY in selecting, retaining and coordinating the professional services of surveyors, special consultants and testing laboratories required for the Project.
  - e.) The CPE shall assist the CITY's ENGINEER and/or ARCHITECT with bid analyses and make recommendations to the CITY for the CITY's award of Contracts or rejection of bids.
  - f.) The CPE may assist the CITY in preparing Construction Contracts and advise CITY on acceptability of Subcontractors and material suppliers proposed by Contractors.
  - g.) The Construction Phase will commence with the award of the initial Construction

Contract or purchase order and, together with the CPE's obligation to provide Basic Services under this Agreement, will end 30 days after final payment to all Contractors is made.

## **ARTICLE II - LIMITATIONS**

Except upon written instruction of the CITY and/or ENGINEER, the RPR(s), CA or CPE:

1. Shall not authorize any deviation from the Contract Documents or approve any substitute materials or equipment.
2. Shall not issue instructions contrary to the contract plans, specifications or contract documents.
3. Shall not exceed limitations of the CITY and/or ENGINEER's authority as set forth in the Contract Documents.
4. Shall not undertake any of the responsibilities of Contractor, Subcontractor or Contractor's Superintendent, or expedite the work inconsistent with the project schedule of completion.
5. Shall not advise on or issue directions relative to any aspect of the means, methods, techniques, sequences or procedures of construction unless such is specifically called for in the Contract Documents.
6. Shall not issue directions as to safety precautions and programs in connection with the work.

## **ARTICLE III - FEES**

1. Fee Schedule:
  - a.) The CITY shall pay to QCI the fees as set forth in Exhibit "A" attached hereto.
  - b.) The fees shall be due and payable on a monthly basis upon presentation by QCI of a detailed invoice.
  - c.) QCI shall submit a monthly invoice to the CITY, specifying the project name, total RPR hours worked, CA hours worked, CPE hours worked, gas mileage, and reimbursable expenses.
  - d.) Payment shall be made to Quality Control Inspection, Inc., 9500 Midwest Avenue, Garfield Heights, Ohio 44145, or QCI assigned financial agent within THIRTY (30) days of the date the invoice was received by the CITY. The CITY shall be provided with a 2% discount on all hourly rates for services paid to QCI within 30-days of the dated invoice
  - e.) In the event the CITY or QCI desires to terminate this Agreement, it may be terminated upon THIRTY (30) days written notice by the party so desiring to terminate to the other party. QCI shall be paid for work completed and services performed up to the time of the notice of termination and in the event it is permitted to complete commenced projects, QCI shall be compensated at the rate provided for herein.

- f.) This agreement shall become effective upon "Acceptance" and remain in effect through December 31, 2026 and shall not be construed to provide for exclusive use of QCI or to guarantee utilization of the above stated services to any level stated or implied.

**ARTICLE IV - PROFESSIONAL INSURANCE**

1. Professional Insurance:

- e.) QCI shall at all times maintain in force and effect professional liability insurance with a limit of liability of not less than \$1,000,000.00 and in a form generally the same as its current coverage provided by National Union Fire Company of Pittsburgh, PA.

**ARTICLE V - NON-SOLICITATION OF QCI EMPLOYEES**

1. Solicitation of QCI Employees.

- a.) Information About QCI Employees. CITY may work closely with employees of QCI performing services under this Agreement. All information about such employees which becomes known to CITY during the course of this Agreement and which is not otherwise known to the public, including compensation or commission structure, is a Trade Secret of QCI and shall not be used by CITY in soliciting employees of QCI at any time. CITY agrees to protect the confidentiality of such information unless otherwise subject to disclosure pursuant to applicable Ohio or Federal law.
- b.) Solicitation of Employees Prohibited. During the term QCI is performing services for CITY and from one (1) year following the cessation of such services, CITY shall not directly or indirectly ask or encourage any employee(s) or former employee(s) of QCI to leave their employment with QCI, solicit any employee(s) of QCI or former employee(s) for employment, make any offer(s) of employment to any employee(s) or former employee(s) of QCI or employ any employee(s) or former employee(s) of QCI.
- c.) Injunctive Relief. CITY agrees and acknowledges that the violation of any of the provisions contained herein would cause irreparable injury to QCI, that the remedy of law for any violation or threatened violation thereof would be inadequate, and that QCI shall be entitled to temporary or permanent injunctive or other equitable relief without the necessity to prove actual damages. In any proceeding by QCI to enforce any of the provision of this Agreement, the prevailing party shall be entitled to reimbursement of all costs and reasonable attorney's fees incurred in such litigation.

**ARTICLE VI - COPYRIGHTS**

CITY acknowledges and agrees that QCI has certain licensing rights to Build A Form® Engineer Report System ("System") that will be utilized by QCI under this Agreement. QCI has proprietary rights in said System which shall remain the sole property of QCI and nothing herein shall be deemed to create any rights in CITY in violation of the rights or interest of QCI or any third party. CITY acknowledges that the remedy at law for any breach of this section will be inadequate and, accordingly, in the event of any breach or threatened breach by CITY of this section, QCI shall be entitled, in addition to any other remedies, to any injunction restraining any such breach.

**ARTICLE VII - GENERAL**


- 1. Heading. The headings to the Articles and Sections of the Agreement are inserted for convenience only and will not be deemed a part of this Agreement for purposes of interpreting or applying the provisions of this Agreement.

2. Governing Law. This Agreement will be governed in all respects by the laws of the State of Ohio.
3. Severability. If any provision or paragraph of this Agreement shall be prohibited by law or held to be invalid, such provision or paragraph shall be separable from this agreement without invalidating the remaining provisions or paragraphs hereof.
4. Amendments. During the term of this Agreement, CITY and QCI may amend this Agreement provided, however, any such amendment must be in writing and signed by both CITY and QCI.
5. Force Majeure. Neither party shall be liable for its failure to perform hereunder due to any contingency beyond its reasonable control, including acts of God or the public enemy, fire, explosion, accident, flood, drought, embargoes, war, riot, sabotage, action of any kind of governmental authority, whether valid or invalid, strikes, lockouts, labor disputes or shortages or any contingency, delay, failure or cause beyond the parties' reasonable control, whether or not of the kind specified herein.
6. Waiver. The waiver by either party of any breach or violation of any provision of this Agreement shall be effective only if given in writing and signed by the waiving party. Any waiver of one breach or violation shall not operate or be construed as a waiver of any subsequent breach or violation.
7. Entire Agreement. This instrument, including the appendices, exhibits, and attachments hereto, constitutes the entire Agreement between the parties covering the subject matter and supersedes all previous agreements and all proposals and negotiations not expressly set forth herein. No modifications or amendments shall be valid unless in writing and signed by both parties. Where conflicts may arise between this Agreement and the proposal of QCI, this Agreement shall prevail.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first above-mentioned.

Acceptance:

QUALITY CONTROL INSPECTION, INC.  
9500 Midwest Avenue  
Garfield Heights, Ohio 44125

By:   
Rick E. Capone, President

Date: 11/04/2025

CITY OF PARMA HEIGHTS, OH  
6281 Pearl Road  
Parma Heights, Ohio 44130

By:   
Mayor Marie Gallo

Date: 12/11/2025

Approved as to form

By:   
Director of Law, City of Parma Heights

Date: 12/06/25

This agreement authorized by resolution 2025-103 adopted the 8 day of December 2025

By:   
Clerk of Council, City of Parma Heights

Date: December 8, 2025

## EXHIBIT "A"

### 1. Fee.

- a.) **Resident Project Representative** – \$69.45 per hour, per person. Work performed on a Saturday, Sunday, Holiday and/or any hours which exceed a total of eight hours (8) per day will be regarded as an extra for which compensation will be in the sum of \$104.17 per hour, per person for each extra hour worked.
- b.) **Contract Administration** - \$93.70 per hour, per person.
- c.) **Construction Project Engineer (Ohio PE)** - \$121.26 per hour, per person.
- d.) QCI's rates conform to the following cost principles: Monday through Friday, five (5) eight (8) hour workdays.
- e.) CITY shall contact QCI one (1) hour prior to the start of any scheduled work to terminate any scheduled daily inspections. QCI shall forgo compensation for properly terminating scheduled daily inspection services. QCI shall be compensated for TWO (2) hours per person, for all scheduled inspection terminated before a two (2) hour working period, compensated for FOUR (4) hours per person for all scheduled inspection which exceeds two (2) hours but has not exceeded a four (4) hour working period and compensated for EIGHT (8) hours per person for all scheduled inspection exceeding four (4) hours and not exceeding an eight (8) hour working period.
- f.) Reimbursable expenses; mean the actual expenses incurred directly or indirectly, plus 10%, in connection with the project including: expendable materials, transportation and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; telephone calls, reproduction of reports, drawings and specifications and similar project related items.