

ORDINANCE NO. 122-25

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN ENGINEERING AND SURVEYING AGREEMENT WITH EUTHENICS, INC. FOR ENGINEERING DESIGN SERVICES FOR THE E. SMITH ROAD RECONSTRUCTION, PHASE II PROJECT.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MEDINA, OHIO:

- SEC. 1:** That the Mayor is hereby authorized and directed to execute an Engineering and Surveying Agreement with Euthenics, Inc. for engineering design services for the E. Smith Road Reconstruction, Phase II Project, Job #1179.
- SEC. 2:** That the funds to cover the agreement in the estimated amount of \$188,171.00 are available as follows: \$123,816.52 in Account No. 108-0672-54414, and \$64,354.48 in Account No. 380-0672-54414.
- SEC. 3:** That a copy of the Agreement is marked Exhibit A, attached hereto and incorporated herein.
- SEC. 4:** That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.
- SEC. 5:** That this Ordinance shall be in full force and effect at the earliest period allowed by law.

PASSED: July 14, 2025

SIGNED: John M. Coyne, III
President of Council

ATTEST: Kathy Patton
Clerk of Council

APPROVED: July 15, 2025

SIGNED: Dennis Hanwell
Mayor

Effective date: August 13, 2025

An Agreement for the Provision of Limited Professional Services

ORD 122-26
EXH. A

Design Professional: Euthenics, Inc.		Client: City of Medina	
8235 Mohawk Drive		132 North Elmwood Avenue	
Strongsville, Ohio 44136		Medina, Ohio 44256	
		Attn: Patrick Patton, P.E.	
Project No.: 1344		Date: July 7, 2025	
Project Name: East Smith Road Reconstruction Phase 2			
Location: City of Medina Ohio			
Scope of Services: See Attached Scope and Fee			
Fee Arrangement: Cost Plus Net Fee plus Expenses – See Attached Scope and Fee for Details			
Base Fee = \$163,272			
If Authorized Fee = \$24,899			
Total Base + If Authorized Fee = \$188,171			
Principals	\$	Technicians	\$
Engineer	\$	Clerical	\$
Retainer Amounts:			
Special Conditions:			
Offered by: <i>Alan R. Piatak</i>		Accepted by: (Client): <i>Dennis Hanwell</i> 8/13/25	
Signature		Signature Date	
Alan R. Piatak / President		<i>Dennis Hanwell, Mayor</i>	
Printed name / title		Printed name / title	
		Signature indicates the authority to bind the company to the terms herein	
The terms and conditions on the reverse of this form are part of this Agreement.			

TERMS & CONDITIONS

Fee

The total fee, except stated lump sum, shall be understood to be an estimate, based upon Scope of Service, and shall not be exceeded by more than ten percent, without written approval of the Client. Where the fee arrangement is to be on an hourly basis, the rates shall be those that prevail at the time services are rendered. Reimbursable expenses will include a mark-up of 0%. Any change in scope will be discussed prior to additional services being rendered.

Billings/Payments

Invoices for services and reimbursable expenses shall be submitted, at the Design Professional's option, either upon completion of the services or on a monthly basis. Invoices shall be payable within 30 days after the invoice date. A service charge of 1.5% (or the maximum legal rate) per month will be applied to the unpaid balance after 30 days from the invoice date. Design Professional shall have the right to suspend/terminate services if payment is not received within 60 days after the invoice date and the Design Professional shall have no liability for any resultant delays or damages incurred by Client as a result of such suspension/termination. Retainers shall be credited on the final invoice. The Client agrees to pay all costs of collection, including reasonable attorney's fees.

Standard of Care

In providing services under this agreement, the Design Professional will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Design Professional will perform its services as expeditiously as is consistent with professional skill and care and the orderly progress of Design Professional's part of the Project. Regardless of any other term or condition of this Agreement, Design Professional makes no express or implied warranty of any sort. All warranties, including warranty of merchantability or warranty of fitness for a particular purpose, are expressly disclaimed.

Consequential Damages

Notwithstanding any other provision to the contrary, and to the fullest extent permitted by law, neither the Client nor the Design Professional shall be liable to the other for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or this Agreement. This mutual waiver of consequential damages shall include, but not be limited to, loss of use, loss of profit, loss of business or income or any other consequential damages that either party may have incurred from any cause of action whatsoever.

Hidden Conditions

A condition is hidden if concealed by existing finishes or structure or is not capable of investigation by reasonable visual observation. If the Design Professional has reason to believe that a condition may exist, the Client shall authorize and pay for all costs associated with the investigation of such a condition. If (1) the Client fails to authorize such investigation after such notification, or (2) the Design Professional has no reason to believe that such a condition exists, the Design Professional shall not be responsible for the existing conditions or any resulting damages or losses resulting therefrom.

Hazardous Materials/Mold

The Design Professional shall have no responsibility for the discovery, presence, handling, removal, disposal or exposure of persons to hazardous materials of any form including mold. The Design Professional shall have no responsibility for an existing or constructed building that may, as a result of post-construction, use, maintenance, operation or occupation, contain or be caused to contain mold substances which can present health hazards and result in bodily injury, property damage and/or necessary remedial measures and costs.

Indemnifications

The Client agrees, to the fullest extent permitted by law, to indemnify and hold Design Professional and its subconsultants harmless from and against any and all damage, losses or cost (including reasonable attorneys' fees and expenses) suffered by Design Professional or its subconsultants, in whole or in part by its acts, errors or omissions and those of anyone for whom they are legally liable. The Design Professional further agrees, subject to Risk Allocation below, to indemnify the Client for damages to the extent arising from its own negligent errors acts or omissions.

Risk Allocation

In recognition of the relative risks and benefits of the Project to both the Client and the Design Professional, the Client agrees, to the fullest extent permitted by law, to limit the Design Professional's total liability to the Client or anyone making claims through the client, for any and all damages or claim expenses (including attorney's fees) arising out of this Agreement, from any and all causes, to the total amount of \$50,000 or the amount of the Design Professional's fee, whichever is greater.

Termination of Services

This agreement may be terminated upon 10 days written notice by either party should the other fail to perform their obligations hereunder. In the event of termination, the Client shall pay the Design Professional for all services rendered to the date of termination, all reimbursable expenses, and reasonable termination expenses.

Betterment

If a required item or component of the Project is omitted from the Design Professional's documents, the Design Professional shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been included or required in the Design Professional's original documents. In no event will the Design professional be responsible for any costs or expense that provides betterment or upgrades or enhances the value of the Project.

Ownership of Documents

All documents produced by the Design Professional under this agreement, including electronic files, shall remain the property of the Design Professional and may not be used by this Client for any other purpose without the written consent of the Design Professional. Any such use or reuse shall be at the sole risk of Client who shall defend, indemnify and hold the Design Professional and its subconsultants harmless from any and all claims and/or damages arising therefrom. Electronic files are not contract documents and cannot be relied upon as identical to contract documents because of changes or errors induced by translation, transmission, or alterations while under the control of others. Use of information contained in the electronic files is at the user's sole risk and without liability to Design Professional and its subconsultants.

Defects in Service

The Client shall promptly report to the Design Professional any defects or suspected defects in the Design Professional's services. The Client further agrees to impose a similar notification requirement on all contractors in its Client/Contractor contract and shall require all subcontracts at any level to contain a like agreement. Failure by the Client and the Client's contractors or subcontractors to notify the Design Professional shall relieve the Design Professional of the costs of remedying the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.

Construction Activities

The Design Professional shall not be responsible for the acts or omissions of any person performing any construction Work or for instructions given by the Client or its representatives to any one performing any construction Work, nor for construction means and methods or job-site safety.

Dispute Resolution

Any claim or dispute between the Client and the Design Professional shall be submitted to non-binding mediation, subject to the parties agreeing to a mediator. If the Parties cannot agree upon a mediator the claim or dispute shall be submitted to the American Arbitration Association (AAA) for mediation in accordance with the Construction Arbitration and Mediation Rules of the AAA then in effect.

Relationship of the Parties

All services provided by Design Professional are for the sole use and benefit of the Client. Nothing in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Design Professional.

Entire of Agreement

This Agreement constitutes the entire agreement between the parties and these Terms & Conditions may only be amended by written agreement by both parties. Should any portion of this Agreement is found to be illegal or enforceable, such portion shall be deleted and the balance shall remain in effect.

Applicable Law The law applicable to this Agreement is the state of the Project location.

October 2017

MANHOURLY ESTIMATE

SUBTOTAL ITEM 1 - FIELD SURVEY

SUBTOTAL ITEM 2 - AUTOCAD CIVIL 3D BASEMAPPING

**PROPOSAL FOR ENGINEERING AND SURVEYING SERVICES FOR FINAL PLANS, COST ESTIMATES,
SPECIFICATIONS AND BID DOCUMENTS FOR THE EAST SMITH ROAD - PHASE 2 RECONSTRUCTION PROJECT**

ITEM 3 - PRELIMINARY ENGINEERING ANALYSIS

A. Perform AutoTURN Analysis of Curb Returns at South East Street for ODOT Design and Check Vehicles and provide Turning Exhibit. Determine Impact to Property Owners.	=	6 MH
B. Corridor Analysis for Proposed 12" Waterline - New Trench versus Existing Trench with Temporary Waterline	=	12 MH
C. Analysis to Determine Feasibility of Eliminating Storm Sewer Outfall west of Sweets and Geeks and Rerouting to Outfall through City Owned Parcel East of Sweets and Geeks	=	20 MH
D. Roadway Profile Analysis for Improved Drainage	=	16 MH
E. Prepare and Submit Memo to City Summarizing A-D Above	=	8 MH
F. Meeting with City to Discuss Finding and Recommendations	=	4 MH

SUBTOTAL ITEM 3 - PRELIMINARY ENGINEERING ANALYSIS

66 MH

ITEM 4 - CONSTRUCTION PLANS AND COST ESTIMATES

A. Title Sheet	1 Sheet @	16 MH	=	16 MH
B. Roadway Typical Sections - Existing (Ex. Asphalt Section & Ex. Concrete Section)	2 Sections @	8 MH	=	16 MH
C. Roadway Typical Sections - Proposed	1 Section @	20 MH	=	20 MH
D. General Notes Sheets	3 Sheets @	16 MH	=	48 MH
E. Maintenance of Traffic Plan Sheets (Assume 2 Phases, Maintain 1 Lane in 1 Direction, Detour other Direction) 1"=50', 2 Sheets for each phase	4 Sheets @	20 MH	=	80 MH
F. Maintenance of Traffic General Notes	1 Sheet @	24 MH	=	24 MH
G. Detour Plan - Assume 2	2 Detours @	16 MH	=	32 MH
H. Plan/Profile Sheets (1" = 20' H, 1" = 5' V) 500'/Sheet East Smith Road - 1,300' @ 500'/ Sheet = 2.6 Equivalent Sheets	2.6 Sheets @	40 MH	=	104 MH
I. Sideroad Roadway Profile Only Sheets - includes private utility plotting (South East Street only. Tie into new South Harmony Street Pavement at East Smith North edge of Pavement, no profile needed)	1 Profiles @ 12 MH/Profile		=	12 MH
J. Roadway Cross Sections - East Smith Road (1'100 @ 50' interval = 23 Cross Sections)	23 Sections @	3 MH	=	69 MH

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SPECIFICATIONS AND BID DOCUMENTS FOR THE EAST SMITH ROAD - PHASE 2 RECONSTRUCTION PROJECT**

K. Erosion and Sediment Control Notes (Not Needed - Use ODOT SS 832)					
L. Project Site Plan (1" = 50')	1	Sheet	@	20	MH = 20 MH
M. Waterwork Plan and Profile Drawings (1"=20 H, 1"= <u>?</u> V)	3	Sheets	@	24	MH = 72 MH
N. Waterworks Detail Sheets	3	Sheets	@	8	MH = 24 MH
O. Waterworks Note Sheets	2	Sheets	@	6	MH = 12 MH
P. Proposed Storm Sewer Profiles (Plot in Profile view of Plan & Profile sheets and Roadway Cross Sections when possible)	24	Profiles	@	2	MH = 48 MH
Q. Proposed Outfall Sewer Plan & Profile through City Parcel to Champion Creek	1	Sheet	@	12	MH = 12 MH
R. Proposed Sanitary Sewer Profiles (Show on Roadway P&P's. Replace Sanitary Sewers at Existing Locations and Elevations)					= 8 MH
S. Storm, Sanitary and Water Connection Schedule	1	Sheet	@	20	MH = 20 MH
T. Driveway Profiles (20 Profiles)	20	Profiles	@	2	MH = 40 MH
U. Driveway Quantities and Details	1	Sheet	@	24	MH = 24 MH
V. Intersection Detail Sheets with Joint Layout and Pavement Elevations (1"=10') - South East Street	1	Inter	@	18	MH = 18 MH
W. Pull Box and Conduit Layout and Quantities for Future Lighting Circuit along North Side of East Smith					= 8 MH
X. Traffic Control Plan (Proposed Signing & Pavement Markings)	1	Sheet	@	20	MH = 20 MH
Y. Miscellaneous Detail Sheet	2	Sheet	@	12	MH = 24 MH
Z. Drainage Area Delineation and Spread Calculations for Proposed Catch Basin Spacing (manual calc's based on City CB Grate)					= 32 MH
AA. Storm Sewer Sizing Calculations(using ODOT's CDSS)					= 24 MH
BB. Post Construction BMP Design & Details					= 24 MH
CC. Estimated Quantities (Including Calc Book, no General Summary)					= 48 MH
DD. Construction Cost Estimate (Preliminary and Final)					= 32 MH
EE. Bid Tab with Estimated Quantities for Bid Book					= 6 MH

SUBTOTAL ITEM 4 - CONSTRUCTION PLANS AND COST ESTIMATES

937 MH

PROPOSAL FOR ENGINEERING AND SURVEYING SERVICES FOR FINAL PLANS, COST ESTIMATES,
SPECIFICATIONS AND BID DOCUMENTS FOR THE EAST SMITH ROAD - PHASE 2 RECONSTRUCTION PROJECT

ITEM 5 - COORDINATION AND APPROVALS

- A. Coordination with Local Businesses within Pavement Reconstruction Limits
- B. Utility Coordination and Documentation
- C. Complete EPA Permit to Install Forms for Waterline and NOI
- D. Coordination with Subconsultants

SUBTOTAL ITEM 5 - COORDINATION AND APPROVALS

ITEM 6 - SUPERVISION AND PRINTING

- A. Supervision
- B. Printing

SUBTOTAL ITEM 6 - SUPERVISION AND PRINTING

=	16 MH
=	32 MH
=	10 MH
=	6 MH
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	64 MH
=	40 MH
=	8 MH
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	48 MH

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TOTAL MANHOURS (EXCLUDING FIELD SURVEY)	1,191 MH
TOTAL SURVEY CREW HOURS	88 CH

PROPOSAL FOR ENGINEERING AND SURVEYING SERVICES FOR FINAL PLANS, COST ESTIMATES,
SPECIFICATIONS AND BID DOCUMENTS FOR THE EAST SMITH ROAD - PHASE 2 RECONSTRUCTION PROJECT

ESTIMATED FEE (ITEMS 1 - 6 INCLUDING SUBS) - BASE FEE

LABOR COSTS - BASE FEE

Project Manager	96 MH	@	\$	69.00	=	\$	6,624.00
Senior Engineer (P.E.)	220 MH	@	\$	58.00	=	\$	12,760.00
Designer (E.I.T.)	460 MH	@	\$	39.00	=	\$	17,940.00
Technician	383 MH	@	\$	37.00	=	\$	14,171.00
Licensed Surveyor	24 MH	@	\$	60.00	=	\$	1,440.00
Survey Crew	88 CH	@	\$	68.00	=	\$	5,984.00
Typing and Printing	8 MH	@	\$	29.00	=	\$	232.00
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Overhead at 122.27%					=	\$	72,323.93
Net Fee at 11% of Labor and Overhead					=	\$	13,147.49
SUBTOTAL LABOR COSTS - BASE FEE	1,191 MH					\$	144,622.42
	88 CH						

SUBCONSULTANT COSTS - BASE FEE

Soils Borings and Report - by SME, see Exhibit A for subconsultant proposal	4 Roadway Borings + 1 Storm Sewer, Testing & Report	=	\$	18,500.00			
SUBTOTAL SUBCONSULTANT COSTS - BASE FEE						\$	18,500.00

EXPENSES - BASE FEE

Survey Consumables		=	\$	150.00			
SUBTOTAL EXPENSES - BASE FEE						\$	150.00

TOTAL BASE COST (ITEMS 1-6 INCLUDING SUBS) \$ 163,272.42

* Note: EPA Permit to Install for Waterline and NOI Costs Will Be Paid by City of Medina and Are Not Included In This Proposal. *
Sanitary sewer to be replaced with same size as existing at the same slope and inverts; therefore, no PTI needed for sanitary.

PROPOSAL FOR ENGINEERING AND SURVEYING SERVICES FOR FINAL PLANS, COST ESTIMATES,
SPECIFICATIONS AND BID DOCUMENTS FOR THE EAST SMITH ROAD - PHASE 2 RECONSTRUCTION PROJECT

ITEM 7 - RIGHT OF WAY SERVICES FOR UP TO 4 PARCELS - IF AUTHORIZED

A. Prepare R/W Exhibits	4	Exhibits	@	6	MH	=	24	MH
B. Prepare Legal Descriptions and Closure Calculations	4	Legals	@	4	MH	=	16	MH
SUBTOTAL ITEM 7 - RIGHT OF WAY SERVICES FOR UP TO 4 PARCELS- IF AUTHORIZED							40	MH

ESTIMATED FEE (ITEM 7) - IF AUTHORIZED

LABOR COSTS - IF AUTHORIZED

Project Manager	1	MH	@	\$	69.00	=	\$	69.00
Senior Engineer (P.E.)	3	MH	@	\$	58.00	=	\$	174.00
Designer (E.I.T.)	0	MH	@	\$	39.00	=	\$	-
Technician	16	MH	@	\$	37.00	=	\$	592.00
Licensed Surveyor	18	MH	@	\$	60.00	=	\$	1,080.00
Survey Crew	0	CH	@	\$	68.00	=	\$	-
Typing and Printing	2	MH	@	\$	29.00	=	\$	58.00
Overhead at 122.27%						=	\$	2,412.39
Net Fee at 11% of Labor and Overhead						=	\$	438.54
SUBTOTAL LABOR COSTS - IF AUTHORIZED	40	MH					\$	4,823.93

SUBCONSULTANT COSTS - IF AUTHORIZED

Right of Way Acquisition - by OR Colan, see Exhibit B for
subconsultant proposal

SUBTOTAL SUBCONSULTANT COSTS - IF AUTHORIZED

EXPENSES - IF AUTHORIZED

SUBTOTAL EXPENSES - IF AUTHORIZED

TOTAL IF AUTHORIZED COST (ITEM 7 INCLUDING SUBS) \$ 24,898.93

PROPOSAL FOR ENGINEERING AND SURVEYING SERVICES FOR FINAL PLANS, COST ESTIMATES,
SPECIFICATIONS AND BID DOCUMENTS FOR THE EAST SMITH ROAD - PHASE 2 RECONSTRUCTION PROJECT

PROPOSAL SUMMARY

TOTAL BASE COST (ITEMS 1-6 INCLUDING SUBS)	=	\$	163,272
TOTAL IF AUTHORIZED COST (ITEM 7 INCLUDING SUBS)	=	\$	24,899
GRAND TOTAL	=	\$	188,171