

ORDINANCE NO. 97-21

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A MUNICIPAL COURT CONCEPTUAL DESIGN AGREEMENT WITH BRANDSTETTER CARROLL, INC.

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 Agreement with Brandstetter Carroll, Inc. for the Medina Municipal Court Conceptual Design.
- SEC. 2:** That the funds to cover the agreement in the estimated amount not to exceed \$15,000.00 are available as follows: \$7,500 in Account No. 169-0705-54412 and \$7,500 in Account No. 301-0707-54412.
- 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: June 14, 2021

SIGNED: John M. Coyne, III
President of Council

ATTEST: Kathy Patton
Clerk of Council

APPROVED: June 15, 2021

SIGNED: Dennis Hanwell
Mayor

THE UNDERSIGNED, CLERK OF THE COUNCIL OF THE CITY OF MEDINA, OHIO, HEREBY CERTIFIES THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF ORDINANCE-RESOLUTION NO. 97-21 ADOPTED BY SAID COUNCIL ON 6-14-21

Kathy Patton
CLERK OF COUNCIL

Agreement
Medina Municipal Court Conceptual Design
Medina, Ohio

ORD. 97-21
Exh. A

This Agreement, made on 06-15-2021 (date) between the City of Medina, Ohio, (Owner), and Brandstetter Carroll, Inc. (Consultant), whereby the Consultant proposes to provide Conceptual Design Services with respect to the Medina Municipal Court at 93 Public Square, Medina, Ohio. The Consultant proposes to provide the following services:

I. Scope of Services

Evaluation & Programming \$5,800.00

- Compile drawings of the existing 1969 Courthouse building.
- Meet with staff/judges/stakeholders to discuss goals/objectives.
- Refine the proposed building space program from the former combined facility to the 1969 building.
- Conduct review meetings as required.

Concept Design \$7,200.00

- Prepare floor plan alternatives for the Municipal Court and Law Library functions in the 1969 building.
- Prepare an opinion of probable construction cost.
- Conduct review meetings as required.
- Finalize the preferred Concept Plan.
- Present to City Council as needed.

Total Fee: \$13,000.00

II. Fees, Conditions and Deliverables

- A. The Consultant will receive a fee of thirteen thousand dollars (\$13,000). Billing and payment will be monthly as the work progresses. The fee includes printing, travel and miscellaneous out-of-pocket expenses.
- B. It is anticipated that the scope of work will be completed in two (2) months.

This Agreement is PROPOSED by:

Brandstetter Carroll Inc.



Name: Benjamin Brandstetter

Title: President

Date:

June 4, 2021

Date

This Agreement is ACCEPTED by:

City of Medina, Ohio



Name: Dennis Hanwell

Title: Mayor

Date: June 15, 2021

**BRANDSTETTER CARROLL INC.
STANDARD PROVISIONS**

(1) **Consultant's Scope of Services and Additional Services.** The Consultant's undertaking to perform professional services extends only to the services specifically described in this Agreement. However, if requested by the Client and agreed to by the Consultant, the Consultant will perform additional services ("Additional Services"), and such Additional Services shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay the Consultant for the performance of any Additional Services an amount based upon the Consultant's then-current hourly rates.

(2) **Client's Responsibilities** - In addition to other responsibilities described herein or imposed by law, the Client shall:

(a) Designate in writing a person to act as its representative with respect to this Agreement, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.

(b) Provide to the Consultant all previous studies, plans, or other documents pertaining to the project and all new data reasonably necessary in the Consultant's opinion, such as site surveys and engineering data, environmental impact assessments or statements, zoning or other land use regulations, etc., upon all of which the Consultant may rely.

(c) Arrange for access to the park sites and other public property as required for the Consultant to provide its services.

(d) Review all documents or reports presented by the Consultant and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the Consultant.

(e) Give prompt written notice to the Consultant whenever the Client becomes aware of any development that affects the scope and timing of the Consultant's services or any defect or noncompliance in any aspect of the project.

(3) **Period of Services** – Unless otherwise stated herein, the Consultant will begin work timely after receipt of an executed copy of this Agreement and will complete the services in a reasonable time. This Agreement is made in anticipation of conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that the Consultant does not control.

(4) **Method of Payment** - Compensation shall be paid to the Consultant in accordance with the following provisions:

(a) Invoices will be submitted by the Consultant to the Client periodically for services performed and expenses incurred. Payment of each invoice will be due within 30 days of receipt.

(5) **Termination** - The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, or upon thirty days' written notice for the convenience of the terminating party. In the event of any termination, the Consultant shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by the Consultant as a result of such termination. If the Consultant's compensation is a fixed fee, the amount payable for services will be a proportional amount of the total fee based on the ratio of the amount of the services performed, as reasonably determined by the Consultant, to the total amount of services which were to have been performed.

(6) **Insurance** - The Consultant is protected by Workers' Compensation insurance, professional liability insurance, and general liability insurance and will exchange certificates of insurance upon request. If the Client directs the Consultant to obtain increased insurance coverage, or if the nature of the Consultant's activities requires additional insurance coverage, the Consultant will take out such additional insurance, if obtainable, at the Client's expense.

(7) **Standard of Care** In performing its professional services, the Consultant will use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by the Consultant's undertaking herein or its performance of services, and it is agreed that the Consultant is not a fiduciary with respect to the Client.

(8) **Dispute Resolution** - All claims by the Client arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association as a condition precedent to litigation. Any mediation or civil action by Client must be commenced within two years of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.

(9) **Assignment and Subcontracting** This Agreement gives no rights or benefits to anyone other than the Client and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and the Consultant. The Client shall not assign or transfer any rights under or interest in this Agreement without the written consent of the Consultant. The Consultant will utilize the services MySidewalk (formerly MindMixer) for the online civic engagement as presented in the Consultant's Qualifications Submittal to the Client. No other sub-consultants will be utilized without the written consent of the Client.

(10) **Miscellaneous Provisions** This Agreement is to be governed by the law of the State of Ohio. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Provided, however, that any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by the Consultant. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.