

**ORDINANCE NO. 191-24**

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH EUTHENICS, INC. FOR ENGINEERING DESIGN SERVICES FOR THE SOUTH HUNTINGTON STREET BRIDGE REPLACEMENT 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 a Professional Services Agreement with Euthenics, Inc. for engineering design services for the South Huntington Street Bridge Replacement Project.
- SEC. 2:** That the funds to cover the agreement in the estimated amount of \$311,249.00 are available in Account No. 108-0610-54411.
- 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:** October 28, 2024

**SIGNED:** John M. Covne, III  
President of Council

**ATTEST:** Kathy Patton  
Clerk of Council

**APPROVED:** October 29, 2024

**SIGNED:** Dennis Hanwell  
Mayor

**Effective date: November 27, 2024**

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. 191-24 ADOPTED BY THE COUNCIL ON Oct. 28, 24  
Kathy Patton  
CLERK OF COUNCIL

ORD. 191-24  
Exh. A

**An Agreement for the Provision of Limited Professional Services**

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.: 1314		Date: October 7, 2024	
Project Name: South Huntington Street Bridge Replacement Project (PID 120263)			
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			
Principals	\$	Technicians	\$
Engineer	\$	Clerical	\$
Retainer Amounts:			
Special Conditions:			
Offered by: <i>Alan R. Piatak</i>		Accepted by: (Client):	
Signature		<i>Dennis Hanwell</i> 12/4/24	
Alan R. Piatak / President		Signature Date	
Printed name / title		<i>Dennis Hanwell, Mayor</i>	
		Printed name / title	
		Signature indicates the authority to bind the company to the terms herein	
<p><u>The terms and conditions on the reverse of this form are part of this Agreement.</u></p>			

## 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 defense costs) caused 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. DH

### 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

**SOUTH HUNTINGTON BRIDGE REPLACEMENT OVER CHAMPION CREEK  
CITY OF MEDINA, OHIO**

**SCOPE OF SERVICES**

The project is to prepare contract plans and specifications for the replacement of the bridge carrying South Huntington Street over Champion Creek in the City of Medina, Medina County, Ohio. This written scope of services further defines the design team's scope in relation to the ODOT LPA Scope of Services on file for this project.

Upon notice to proceed, Euthenics will gather all existing data including plans, utilities, survey control, and right of way information. Contact will be made to OHIO811 (formerly OUPS). A utility spreadsheet will be developed listing ownership, address and contacts, and documenting all correspondence. Euthenics will prepare and send out Property Owner Notification Letters.

All survey will be by field methods. The field survey will include the following items:

Primary project control, benchmarks, and reference points; existing centerline & right-of-way including location of property pins and property lines; all planimetric and terrain topographic features such as plan view view features (guardrail, signs, etc.), DTM features needed for ground surface (ground and pavement elevations), overhead and underground utilities, and storm drainage pipes; bridge survey including deck and roadway over bridge, approach slabs, abutments and piers, and bottom of beam elevations; and stream cross-sections for hydraulics. The data obtained from this survey will be reduced to a graphic format AutoCAD Civil 3D basemap which will be used for final design. The survey will be performed in accordance with the latest version of ODOT's Survey and Mapping Specifications.

A hydraulic analysis will be performed to size the required waterway opening. An existing conditions model will be created to establish baseline flow conditions and a proposed conditions model will be created to verify the proposed bridge achieves a no rise condition. The bridge is not located within a FEMA Flood Zone. Creek profiles and cross sections used for hydraulic analysis will be obtained from field survey. USGS Streamstats will be used for hydrology and the existing and proposed condition models will be developed using HEC-RAS. A scour analysis using the FHWA Hydraulic Toolbox is included in this task.

The anticipated replacement bridge is a single-span prestressed concrete composite box beam bridge on stub abutments. The new bridge will be supported on shallow or deep foundations contingent on the recommendations of the Geotech Report. The intent is to replace the existing bridge with a new bridge that has a low chord set equal to or above the existing low chord such that the waterway opening is not reduced. This will ensure that hydraulic requirements are satisfied with the project. The proposed bridge will be designed in accordance with the latest AASHTO LRFD and ODOT Bridge Design Manual standards. An abbreviated Design Report will be submitted during preliminary design to document the selection of the proposed bridge and summarize why it was chosen over other structure types.

The remaining design services will be in accordance with the latest ODOT & AASHTO manuals. The proposed bridge width is estimated to be 40' wide. The anticipated work limits are approximately 100 feet south of the bridge to the intersection with West Smith north of the bridge. The horizontal and vertical alignments are expected to be maintained to the maximum extent practicable. The vertical alignment may be raised slightly to accommodate a deeper bridge deck compared to the existing wearing surface. Cross-sections will be developed to verify grading impacts and limits due to the widened bridge. New drive profiles, apron details, and guardrail assemblies will be designed with the project. Drainage will be analyzed with spread calculations and storm sewer analysis using ODOT's CDSS software to ensure that drainage design requirements are met. The roadway will be closed to traffic during construction.

**SOUTH HUNTINGTON BRIDGE REPLACEMENT OVER CHAMPION CREEK  
CITY OF MEDINA, OHIO**

**SCOPE OF SERVICES**

Upon confirmation that the intended replacement structure satisfies the design standards and hydraulic requirements, staged plan submittals will be made following ODOT plan requirements. These services include Water Works Design and Sanitary Design as a result of the existing utilities being impacted by construction. Limited lighting work is anticipated and that work will consist of providing conduits and pull boxes for future lighting. A breakdown of the anticipated plan sheets are provided in the breakdown of the estimated manhours.

Plan submittals will be combined to help expedite the project schedule. We anticipate submitting a Preliminary Design Report which will include the H&H Report, Draft Geotechnical Report, Stage 1 Plans, and a Preliminary Engineer's Cost Estimate. Upon approval of this submission, a combined Stage 2/3 Plans will be developed and submitted. Once Stage 2/3 Plans are approved, a complete PS&E submittal will be made that will include all necessary items for plan filing with ODOT Central Office (Final Plans, Final Cost Estimate, Geotechnical Certification Letter, Right of Way Certification Letter, and Utility Note).

Proposed work is expected to extend outside of the existing right of way with permanent and temporary takes required. Euthenics will develop Preliminary and Final Right of Way plans including legal descriptions and closure calculations so that the City can acquire the proposed right of way necessary for the construction of this project.

Right of Way Acquisition services to obtain the necessary right of way for the project will be performed by ORC. A complete breakdown of services and estimated fee is included in the appendix of this proposal.

Geotechnical Services will be provided by SME including a Geotechnical Report with foundation Recommendations. A complete breakdown of services and estimated fee is included in the appendix of this proposal.

Environmental services to obtain environmental clearance for the project will be performed by Lawhon. A complete breakdown of services and estimated fee is included in the appendix of this proposal.

On-going services during construction are not included in the scope of services.

A detailed breakdown of the proposed work tasks, engineering fees and estimated manhours are enclosed.