

ORDINANCE NO. 202-25

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CLIENT AGREEMENT FOR PROFESSIONAL SERVICES WITH GPD GROUP FOR THE SR 3 & 57 RESURFACING PROJECT.

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

- SEC. 1:** That the Mayor is hereby authorized and directed to enter into a Client Agreement for Professional Services with GPD Group to provide design consultant services for the SR 3 & 57 Resurfacing Project, Job #1176.
- SEC. 2:** That the funds to cover the agreement in the estimated amount of \$218,750.00 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: November 24, 2025

SIGNED: John M. Coyne, III
President of Council

ATTEST: Kathy Patton
Clerk of Council

APPROVED: November 25, 2025

SIGNED: Dennis Hanwell
Mayor

Effective date: December 24, 2025

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. 202-25 ADOPTED BY SAID COUNCIL ON Nov 24, 2025

Kathy Patton
CLERK OF COUNCIL

CLIENT AGREEMENT FOR PROFESSIONAL SERVICES

ORD. 202-26
EXH. A

THIS AGREEMENT, entered into this 24th day of December, 2025
by City of Medina a(n) (*) corporation
located at 132 Elmwood Ave, Medina Ohio 44256
hereinafter referred to as "**CLIENT**," and Glaus, Pyle, Schomer, Burns
& DeHaven, Inc. dba **GPD** Group, an Ohio corporation located at 520
South Main Street, Suite 2531, Akron, Ohio 44311, hereinafter referred
to as "**CONSULTANT or GPD.**"

WHEREAS, **CLIENT** desires **CONSULTANT** to perform certain technical
services in connection with _____
"**PROJECT**"; and **CONSULTANT** desires to perform such services.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter
contained, the parties hereto agree as follows:

I. SCOPE OF WORK

CONSULTANT shall perform **PROJECT** in a manner consistent with the
care and skill ordinarily used by members of the same profession
practicing under similar circumstances at the same time and in the same
location. **PROJECT** shall be defined as the scope of work per
Attachment A which is hereby incorporated by reference, or any other
work **CONSULTANT** performs for **CLIENT**.

II. TIME OF PERFORMANCE

CONSULTANT shall endeavor to perform **PROJECT** with reasonable
diligence and expediency after receipt of a written "Notice to Proceed"
from **CLIENT**.

III. COMPENSATION AND PAYMENT

CLIENT shall pay invoices in full within thirty (30) days after invoice
date. Any invoice or part thereof which has not been paid within sixty
(60) days shall accrue interest at 1.5% per month (18% per annum)
until paid in full. Payment shall be applied to interest first, and then
principal. **CONSULTANT** shall have the right to suspend work,
terminate the agreement, and retain and/or retrieve all work product
until such invoices have been paid in full.

IV. COMPLIANCE WITH LAWS

CONSULTANT shall observe and abide by applicable laws, ordinances,
and regulations of federal, state, and local governments, in connection
with the work performed hereunder.

V. SUBCONTRACT AND ASSIGNMENT

CLIENT shall not assign this Agreement without the consent of
CONSULTANT. **CONSULTANT** shall be permitted to assign rights and
obligations in this Agreement as it sees fit. Work performed by any
subconsultant shall not relieve the **CONSULTANT** of any liability or
responsibility for the proper performance of the work under this
Agreement.

VI. INSPECTIONS

All work performed by **CONSULTANT** shall be subject to the quality
inspection and approval by **CLIENT** at all times, but such approval shall
not relieve **CONSULTANT** of responsibility for the proper performance
of the work. **CONSULTANT** shall provide sufficient, safe, and proper
facilities at all times for such inspection of the work, and shall furnish all
information concerning the work, and grant **CLIENT**'s duly authorized
representatives free access at all reasonable times to **CONSULTANT**'s
facilities where the work under this Agreement is to be performed.

VII. CHANGES

CLIENT shall have the right, at any time prior to completion of the work
to direct changes in this Agreement, including but not limited to, change
in the Scope of Work. If the change causes an increase or decrease in
the cost of, or the time required for the **CONSULTANT**'s performance
under this Agreement; the **CONSULTANT** must submit to **CLIENT**
within ten (10) days after receipt of the change notice any request for
adjustment. **CLIENT** will issue an addendum to this Agreement for
equitable adjustments.

VIII. TERMINATION FOR CONVENIENCE

a) **CLIENT** shall have the right at any time prior to terminate this
Agreement in whole, or in part, by written notice to **CONSULTANT**.
Upon receipt of this notice the **CONSULTANT** shall immediately
discontinue performance, will not place any further orders, and will
cancel all orders to subcontractors.

b) In the event of termination for convenience **CLIENT** shall pay the
CONSULTANT for all work performed and accepted by **CLIENT**
prior to termination, plus the profit due for the work performed.
However, in no event shall **CLIENT** be obligated to pay more than
the Agreement value less any previously paid funds.

IX. DEFAULT

a) Should the **CONSULTANT** breach any provision of this Agreement
CLIENT shall have the rights and remedies provided by law or
under these terms and conditions.

b) **CLIENT** shall have the right at any time to terminate this
Agreement in whole, or in part, if the **CONSULTANT** fails to
perform any of its obligations or if the **CONSULTANT** fails to give
CLIENT assurance of adequate performance within ten (10)
working days after written request by **CLIENT** for such
assurances.

c) In the event of a breach of the Agreement **CLIENT** may:

- 1) Declare the **CONSULTANT** to be in default.
- 2) Cancel this Agreement in whole or in part.
- 3) Withhold payment of any further funds which may be due
the **CONSULTANT** until the default is corrected.
- 4) Pursue any and all other remedies afforded by law.

X. INDEMNIFICATION AND INSURANCE

a) ~~**CONSULTANT** and **CLIENT** agree to indemnify and hold each
other (which collectively includes officers, directors and
employees) harmless from all damages, liabilities, claims,
expenses, or costs (including reasonable attorneys' fees, expert-
witness fees, and defense costs) to the extent caused by its own
negligent acts, professional errors, or omissions arising out of the
work, **PROJECT**, or this Agreement. Due to the relative risks and
rewards, the risks have been allocated that **CLIENT** agrees to limit
the liability of **CONSULTANT** to **CLIENT** or any party claiming
through **CLIENT** to a maximum aggregate total of five (5) times
the fee, not to exceed fifty thousand dollars (\$50,000).
Notwithstanding any other provision of this Agreement, and to the
fullest extent permitted by law, **CONSULTANT**, their respective
officers, directors, partners, employees, contractors or
subconsultants shall not be liable to **CLIENT**, nor shall **CLIENT**
make any claim, for incidental, indirect, or consequential damages
arising out of or connected in any way to the **PROJECT** or to this
Agreement. To the extent allowed by applicable law, and
notwithstanding the foregoing, no action or claim whether in tort,
contract, or otherwise shall be brought against **CONSULTANT**
more than one (1) year after the completion of the applicable
portion of **CONSULTANT**'s work as delineated in this Agreement
and respective Attachments.~~

b) Unless otherwise required in this Agreement, the **CONSULTANT**
shall, during the performance of the work, maintain the following
insurance in the types and amounts and with insurers satisfactory
to **CLIENT**.

- 1) Worker's Compensation:
Statutory requirements at the location(s) of work and in
accordance with the **CONSULTANT**'s established program
for employees.
- 2) Employer's Liability:
\$1,000,000 Bodily Injury by Accident (Each occurrence)
\$1,000,000 Bodily Injury by Disease (Policy Limit)
\$1,000,000 Bodily Injury by Disease (Each Person)
- 3) Comprehensive General Liability:
\$1,000,000/per occurrence; \$2,000,000/general aggregate
- 4) Automobile:
\$1,000,000 Combined Single Limit per accident
- 5) Professional Liability:
\$1,000,000

Prior to commencing performance of the work, the **CONSULTANT** shall
furnish **CLIENT** with a Certificate of Insurance as evidence of the

required insurance and such Certificate shall provide for ten (10) days written notice to **CLIENT** prior to cancellation thereof.

CLIENT shall be named as additional insured on coverages furnished under 3) and 4) hereunder and **CONSULTANT** and its respective insurers shall waive any and all rights of subrogation against **CLIENT** which may arise under any policies of insurance provided hereunder.

XI. INDEPENDENT CONTRACTOR

The **CONSULTANT** is an independent contractor and shall not be regarded as an employee or agent of **CLIENT**.

XII. CONFIDENTIALITY

No publicity releases (including news releases and advertising) relating to this Agreement or the work hereunder shall be issued by the **CONSULTANT** without the prior written approval of **CLIENT**.

XIII. EXAMINATION OF RECORDS

The **CONSULTANT** agrees that **CLIENT** will have access to and the right to examine any books, documents, papers, and records of any and all the transactions relating to this Agreement. The **CONSULTANT** shall maintain all records for a period of three (3) years after completion of the work.

XIV. OWNERSHIP OF DOCUMENTS

Upon completion and payment in full of all monies due to **CONSULTANT**, all drawings, specifications, reports, information, or data prepared by or furnished to **CONSULTANT** in connection with any or all work to be performed under this Agreement shall be the property of **CLIENT**. The **CONSULTANT** shall have no liability for any claim, liability, or cost arising out of any unauthorized reuse or modification of the Construction Documents without the written authorization of **CONSULTANT**.

XV. PARTIAL INVALIDITY

If any term, covenant, condition, or provision of this Agreement is found by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated thereby.

XVI. HEADINGS

Headings in this Agreement are for convenience only and are not intended to be used in interpreting or construing the terms, covenants, and conditions of this Agreement.

XVII. GOVERNING LAW AND DISPUTE RESOLUTION

The validity or construction of this Agreement, as well as the right and duties of the parties hereinunder, shall be governed by the laws of the State of Ohio. Any claim or dispute arising out of this agreement or **PROJECT** shall be submitted to non-binding mediation prior to arbitration in a proper venue in Summit County, Ohio.

XVIII. SUPPLEMENTS TO AGREEMENT

The following exhibits, supplements, or addendums form an integral part of this Agreement.

Attachment "A" Scope of Work

XIX. ENTIRE AGREEMENT

This Agreement constitutes the whole agreement between the parties with respect to the subject matter contained herein and there are no terms other than those contained herein. No modification or amendment of this Agreement shall be valid unless in writing and signed by the parties hereto.

GLAUS, PYLE, SCHOMER, BURNS & DEHAVEN, INC. DBA CPD GROUP

Witness:

Jeffrey D. Evans
Name: Jeffrey D. Evans

Title: Vice President
Dennis Hanwell, Mayor - City of Medina

CLIENT: *D Hanwell 12/24/20*

Witness:

Tracy Baker
Name: Tracy Baker

Title: Office Manager City of Medina

CLIENT Is An Equal Opportunity Employer