

ORDINANCE NO. 108-26

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH CHAGRIN VALLEY ENGINEERING (CVE) FOR ENGINEERING DESIGN SERVICES FOR JOB #1189 - SR 3 NORTH.

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 Chagrin Valley Engineering (CVE) for engineering design services for the SR 3 North project, Job #1189.
- SEC. 2:** That the funds to cover the agreement in the estimated amount of \$292,439.00 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: July 13, 2026

SIGNED: John M. Coyne, III
President of Council

ATTEST: Kathy Patton
Clerk of Council

APPROVED: July 13, 2026

SIGNED: James A. Shields
Mayor

Effective date: August 12, 2026

SHORT FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES

ORD. 108-26
Exh. A

THIS IS AN AGREEMENT effective as of _____
("Effective Date") between

City of Medina, Ohio ("Owner")

and

Chagrin Valley Engineering, Ltd. ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:

MED-3-11.21 Resurfacing (PID 124388) ("Project").

Engineer's Services under this Agreement are generally identified as follows:

See Attachment 1 – April 20, 2026 Proposal

Owner and Engineer further agree as follows:

1.01 *Basic Agreement and Period of Service*

- A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above. Owner shall pay Engineer for its services as set forth in Paragraphs 7.01 and 7.02.
- B. Engineer shall complete its services within a reasonable time, or within the following specific time period: The design services will be complete by July 1, 2027.
- C. ~~If the Project includes construction related professional services, then Engineer's time for completion of services is conditioned on the time for Owner and its contractors to complete construction not exceeding _____ months. If the actual time to complete construction exceeds the number of months indicated, then Engineer's period of service and its total compensation shall be appropriately adjusted.~~

2.01 *Payment Procedures*

A. *Invoices*: Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. Termination

A. The obligation to continue performance under this Agreement may be terminated:

1. For cause,

a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.

b. By Engineer:

1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or

2) upon seven days written notice if the Engineer's services for the Project are delayed for more than 90 days for reasons beyond Engineer's control.

Engineer shall have no liability to Owner on account of a termination by Engineer under Paragraph 3.01.A.1.b.

c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.

B. The terminating party under Paragraph 3.01.A may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to complete tasks whose value would otherwise be lost, to prepare notes as to the

status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

- C. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination.

3.01 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any contractor, subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

4.01 *General Considerations*

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Engineer shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or

used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work.

- C. This Agreement is to be governed by the law of the State of Ohio.
- D. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor. Engineer is not responsible for variations between actual construction bids or costs and Engineer's opinions or estimates regarding construction costs.
- E. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any construction work; or for any decision made regarding the construction contract requirements, or any application, interpretation, or clarification of the construction contract other than those made by Engineer.
- F. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (EJCDC C-700, 2007 Edition) unless the parties agree otherwise.
- G. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment for all services relating to preparation of the documents and subject to the following limitations: (1) Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.

- H. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Engineer, whichever is greater.
- I. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste as defined by the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq., or radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (1) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.
- J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.

5.01 *Total Agreement*

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

6.01 *Basis of Payment—Lump Sum*

- A. Using the procedures set forth in Paragraph 2.01, Owner shall pay Engineer as follows:

1. A Lump Sum amount of \$168,959 for base services and up to \$123,480 for if-authorized services for a grand total of \$292,439.

- B. The portion of the compensation amount billed monthly for Engineer's services will be based upon Engineer's estimate of the percentage of the total services actually completed during the billing period.

7.02 *Additional Services:* Owner and Engineer shall negotiate compensation for any requested additional services of Engineer's employees engaged directly on the Project.

Attachments:

April 20, 2026_Scope and Fee Letter Proposal

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER:

By: 

Title: JAMES A. SHIELDS, MAYOR

Date Signed: 7/13/2026

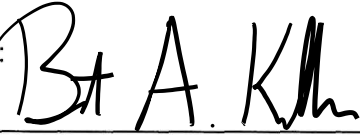
Address for giving notices:

City of Medina, Ohio

132 North Elmwood Avenue

Medina, OH 44256

ENGINEER:

By: 

Title: Partner

Date Signed: 07/29/2026

Engineer License or Firm's Certificate
Number: COA.0235

State of: Ohio

Address for giving notices:

Chagrin Valley Engineering, Ltd.

22999 Forbes Road, Suite B

Cleveland, OH 44146-5667

PROPOSED LABOR RATES AND HOURS																							
PROJECT NAME:		MED-3-11.21 PID 124388										Labor Category		Avg. Rate									
												Project Manager		\$ 98.00									
												Senior Surveyor		\$ 75.00									
												Project Engineer		\$ 62.00									
												Project Surveyor		\$ 58.00									
												CAD Technician		\$ 49.00									
												Junior Engineer		\$ 43.00									
												Survey Crew (2)		\$ 89.00									
CONSULTANT:		Chagrin Valley Engineering, Ltd.																					
DATE:		4/20/2026																					
				Project Manager		Senior Surveyor		Project Engineer		Project Surveyor		CAD Technician		Junior Engineer		Survey Crew (2)		Total Hours		Labor Costs			
		Sheets																					
Stage 1/2 Design																							
Aerial Mapping				8				16		80								104		\$5,632			
Field Review/Curb Ramp Inventory				8				24				24						56		\$3,304			
Utility Coordination				8				8		16								32		\$2,064			
Field Measurement and Base Mapping		Subtotal		24				32		16		96		24		0		192		\$11,000			
Plan Preparation																							
Title Sheet		1		1				4										5		\$346			
Schematic Plan		3				4				16		24						44		\$2,404			
Typical Sections		2		2				16						16				34		\$1,876			
General Notes		6		4				24				16						44		\$2,664			
MOT General Notes		3		2				16				8						26		\$1,580			
Plans		13		4				32				64		40				140		\$7,232			
Curb Ramps (41)		14		4				24				16		80				124		\$6,104			
Miscellaneous Details		3		2				8						16				26		\$1,380			
Cost Estimate				4				16						24				44		\$2,416			
Clear Zone and R/W Encroachment Lists				2				2						4				8		\$492			
Oversight/QA/QC/Management				24				16										40		\$3,344			
Plan Preparation		45		Subtotal		49		4		158		16		128		180		535		\$29,838			
Stage 1/2 Design		45		Total		73		4		190		32		224		204		0		727		\$40,838	
Stage 3 Design																							
Stage 1/2 Compliance/Disposition				2				16						16				34		\$1,876			
Title Sheet		1						2						2				4		\$210			
Schematic Plan		3				2				4								6		\$382			
Typical Sections		2						8						4				12		\$668			
General Notes		6						8						8				16		\$840			
MOT General Notes		3						4						4				8		\$420			
General Summary		3		4				16				40						60		\$3,104			
Subsummaries		8		4				16				32						52		\$2,760			
Plans		13						16				16						32		\$1,680			
Curb Ramps (41)		14		2				8				12						22		\$1,208			
Miscellaneous Details		3						2				4						6		\$296			
Cost Estimate Updates				2				16				8						26		\$1,532			
Review Meeting				2				2										4		\$320			
Oversight/QA/QC/Management/Quality				24				8										32		\$2,848			
Stage 3 Design		56		Subtotal		40		2		122		4		0		146		0		314		\$18,144	
Final Plans and Deliverables (PS&E)				8				16						24				48		\$2,808			
Oversight/QA/QC/Management				40														40		\$3,920			
PS&E Design		Subtotal		48		0		16		0		0		24		0		88		\$6,728			
				161		6		328		36		224		374		0		1129		\$65,710			
If Authorized (each)																							
Curb Ramp Survey/Detailed Design (each)				2		4				8		24				16		54		\$3,560			
Stage 1/2 - Signal Plans (each)		1		2				8						16				26		\$1,380			
Stage 3 - Signal Plans (each)		2		4				8						24				36		\$1,920			
If Authorized (each)		3		8		4		16		8		24		40		16		116		\$6,860			
If Authorized (@7 Intersections)		21		56		28		112		56		168		280		112		812		\$48,020			
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