

RESOLUTION NO. 95-2024

Introduced by Joel Hagy

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT THE PROPOSAL AND ENTER INTO A PROFESSIONAL AEP SERVICES CONTRACT WITH OHM ADVISORS FOR THE PROVISION OF PROFESSIONAL ENGINEERING SERVICES PROVIDED TO THE CITY OF HURON AT A COST NOT TO EXCEED EIGHTY-FIVE THOUSAND AND 00/100 DOLLARS (\$85,000.00) FOR THE CONTRACT TERM JANUARY 1, 2025 THROUGH DECEMBER 31, 2025

WHEREAS, the City desires to enter into a contract with OHM Advisors for a one-year term beginning on January 1, 2025 and expiring on December 31, 2025.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF HURON, OHIO:

SECTION 1. That the City Manager is authorized and directed to accept the proposal and enter into a Professional AEP Services Contract with OHM Advisors for the provision of general engineering services to the City of Huron for the period of January 1, 2025 through December 31, 2025 in an amount not to exceed Eighty-Five Thousand and 00/100 Dollars (\$85,000.00), which agreement shall be substantially in the form of Exhibit "A" attached hereto and made a part hereof.

SECTION 2. That this Council hereby finds and determines that all formal actions relative to the adoption of this Resolution were taken in an open meeting of this Council and that all deliberations of this Council and of its Committees, if any, which resulted in formal action, were taken in meetings open to the public in full compliance with applicable legal requirements, including O.R.C. §121.22.

SECTION 3. That this Resolution shall be in full force and effect from and immediately after its adoption.

ATTEST:


Clerk of Council


Monty Tapp, Mayor

ADOPTED:

10 DEC 2024

RE: City of Huron – Professional AEP Services

Contract: 2025, 2026

Proposal # 24194

The following scope of services, price proposal, and schedule of services represent our understanding of the needs of the Municipality, based upon prior discussions, meetings, and/or additional information made available at the time of this proposal. We look forward to our role in your community.

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Identification

The parties of the Agreement shall be referred to within this document as follows:

- “Municipality” shall refer to the City of Huron, Erie County, Ohio
- “OHM” shall refer to Orchard, Hiltz & McCliment, Inc., dba OHM Advisors



Task #1 Municipal Engineering Services

- **Overview:**
 - OHM will provide a Professional Engineer, registered in the State of Ohio, as well as an Engineering Rep. to the Municipality for the purposes of performing the City Engineer duties, as requested per City Ordinance and also in accordance with the Scope of Services and Fee for Services listed below.
 - OHM shall perform these services as a private Consultant.
 - OHM is not a “Public Official” or “Public Employee”, nor does OHM have any supervisory control over any Municipality staff.
 - OHM shall report directly to the Service Director, who will act in the role of Manager for OHM.
- **Scope of Services:**
Service Director may request OHM for the following services on a time and materials basis:
 - Includes requirements of the City Engineer duties as per City ordinance.
 - Provide technical support to the Service Director, Council, and Administration on all engineering-related issues involving Municipality.
 - Provide a report to the City Manager
 - Coordinate with County, Regional, State, and Federal Agencies on all engineering-related issues involving Municipality.
 - Attend Council, Committee, Planning, Zoning, BZA, and other Special meetings, at the request of Municipality.
 - Assist City with 5-Year CIP for Municipality-owned Infrastructure
 - Develop Sketches, Cost Estimates, & Funding Sources
 - Coordinate with Funding Agencies regularly to support the CIP
 - Prepare and submit funding applications to support the goals of the Municipality’s CIP
 - Apply for Grants & Low Interest loans from various County, State, Federal and Regional Agencies. Includes Application, Research, Concept Plan, Cost Estimate, etc.
 - Provide assistance and support for the EPA MS4 Stormwater Program
 - Perform General Inspections and Project Management
 - 12 Hours per week @ 50 weeks/year is anticipated to provide these services

Task #2 General Services (AEP) (If Authorized)

- **Overview:**
 - General Services (AEP) allows the Municipality to request services not included in Task #1 that may utilize OHM Advisors(or Engineering Rep) for various projects and/or tasks associated with architectural, engineering, planning, and construction.
- **Scope of Services:**
 - At the request of the Municipality, OHM may be requested to prepare a scope of services and fee for the specific work requested by Municipality.
 - Upon authorization by the Municipality, OHM shall perform services in accordance with the scope, schedule, and budget proposed.



Task #3 Project Services (AEP)

- **Overview:**
 - Project Services (AEP) allows the Municipality to contract with OHM for specific additional services that may utilize OHM Advisors for various projects and/or tasks associated with architectural, engineering, planning, and construction.
 - Task #3 may include services limited to those projects/tasks less than \$50,000.
 - The Municipality shall follow its own selection process to contract with OHM for these services, or, in the alternative, may follow the QBS process to determine if OHM is the most qualified, to perform professional services for the specified contract that are more than \$50,000.
- **Scope of Services:**
 - At the request of the Municipality, OHM shall prepare a scope of services and fee for the specific work requested by Municipality.
 - Upon authorization by the Municipality, OHM shall perform services in accordance with the scope, schedule, and budget proposed.

Task #4 Private Sector Development

- **Overview:**
 - This task has been provided in the proposal to allow the Municipality to hire OHM to perform plan review and construction inspection on private sector development projects within Municipality.
 - For Conflict of Interest reasons, OHM shall not perform services for private sector developments within Municipality.
 - OHM will utilize the Professional Review Account (PRA) Program to provide professional services representation on behalf of Municipality, for Private Sector Development Projects.
 - **Professional Review Account (PRA) Program Overview:**
 - OHM shall work with the Municipality to setup the PRA Account.
 - On behalf of the Municipality OHM shall:
 - Request an initial deposit to the PRA Account by the Developer/Owner/Representative
 - Request additional deposits to the PRA Account, throughout the duration of the project, as necessitated by project costs.
 - Grant no approvals until all requested deposits are made.
 - The cost of the PRA services shall be tracked and itemized for invoicing to Municipality.
 - Municipality shall pay OHM for such services via the PRA Account deposits.
 - In the event that Deposits are not received in a timely manner, Municipality and OHM shall work cooperatively to seek deposits via other means, including direct communications regarding past due deposits, stopping work on the project, collections, etc.
- **Scope of Services:**
 - On behalf of the Municipality OHM shall:
 - Review construction plans, plats, easements, surveys, etc., required for the construction of new developments, utilities, building additions, etc., in accordance with Local Ordinances.
 - Provide construction administration services, including pre-construction meetings, shop drawing review, progress meetings, punch-list items, etc.
 - Provide construction inspection and testing services to verify that the public infrastructure is being constructed to Municipality standards.
 - Coordinate with the bonding companies and financial institutions to guarantee the proper completion of all construction.



- PRA service shall apply to infrastructure improvements within public right of way unless otherwise determined by the municipality.
- This deposit-based system (PRA) assures that the Developer/Owner/Representative pays in advance for all professional services reviews. Since all fees should be paid via the PRA Account, there should be no net cost to the Municipality.



Executive Summary of Tasks:

Task #1: This includes the Engineering Rep role and the scope of services outlined in this proposal. 12 hours per week (average) @ (50 weeks/year) is anticipated to provide these services. OHM shall invoice monthly, in accordance with Fee Table 1 below.

Task #2: Tasks performed on a time and material/hourly basis may include PIC, City Engineer, and other OHM services. OHM shall invoice monthly based on performing Task #2 in accordance with the Fee Schedule as shown in Fee Table 1 below.

Task #3: This requires scope and fee for those small tasks and small projects (under \$50k). Or may require a qualifications submittal for projects with budgets more than \$100K. OHM shall invoice monthly for work completed, in accordance with OHM standard billing rates.

Task #4: This task provides for professional plan review and construction engineering services for Private Sector Developments within the Municipality utilizing the Professional Review Account (PRA) program. OHM shall invoice monthly, for work completed on Private Sector Development task(s), in accordance with OHM standard billing rates.

Fee Table 1

<i>Task</i>	<i>Description</i>	<i>2025</i>	<i>2026</i>
Task #1	Municipal Engineering Services	\$4,250 monthly \$51,000 annually	\$4,375 monthly \$52,500 annually
Task #2	General Services (If Authorized)	Billing Rates Table * (max. budget - \$50,000)	Billing Rates Table * (max. budget - \$50,000)
Task #3	Project Services (AEP)	Specific Contract for each Project (Separate Approval Required)	Specific Contract for each Project (Separate Approval Required)
Task #4	Private Sector Developments (Professional Review Account) PRA	Specific Contract for each Project (Separate Approval Required)	Specific Contract for each Project (Separate Approval Required)

*** Billing Rate Table (Task #2)**

	2025	2026
Principal	160	165
Professional Engineer	125	129
Graduate Engineer	116	120
Technician	90	93
Professional Surveyor	128	132
Surveyor	106	109
Architect/Landscape Architect	116	120
Planner	128	132



Contract Term

Contract Term shall be for two (2) consecutive calendar years, commencing on January 1, 2025 and terminating on December 31, 2026 with legislative renewal for calendar year 2026.

Termination Clause

Upon 90 days advance written notice, either contracted party (Municipality or OHM), may request termination of the contract. The termination date shall be the last day of any month, a minimum of 90 days from the date of written notice. The timeframe shown in this Termination Clause shall take precedent and override the timeframe shown in the Terms and Conditions. All contract requirements and payment requirements shall apply through the final date of termination.

Terms and Conditions

The Terms and Conditions contained in the Annual Engineering contract per resolution number 118-2022 shall also apply to this contract.

Authorization

OHM Advisors

Russ Critelli, PE
Principal

City of Huron

Name Matthew Lasko Date 12/11/2024
City Manager
Approved as to form:

Name

Date

TERMS & CONDITIONS



1. THE AGREEMENT. These Terms and Conditions and the attached Proposal or Scope of Services, upon acceptance by CLIENT, shall constitute the entire Agreement between OHM ADVISORS, a registered Ohio company, and CLIENT. OHM ADVISORS and CLIENT may be referred to individually as a Party or collectively as Parties. This Agreement supersedes all prior negotiations or agreements and may be amended only by written agreement signed by both Parties.
2. CLIENT RESPONSIBILITIES. CLIENT, at no cost, shall:
 - a. Provide access to the project site to allow timely performance of the services.
 - b. Provide all information in CLIENT'S possession as required by OHM ADVISORS to perform the services.
 - c. Designate a person to act as CLIENT'S representative who shall transmit instructions, receive information, define CLIENT policies, and have the authority to make decisions related to services under this Agreement.
3. PROJECT INFORMATION. OHM ADVISORS shall be entitled to rely on the accuracy and completeness of services and information furnished by CLIENT, other design professionals, or consultants contracted directly to CLIENT.
4. PERIOD OF SERVICE. The services shall be completed within the time specified in the Proposal or Scope of Services, or if no time is specified, within a reasonable amount of time. OHM ADVISORS shall not be liable to CLIENT for any loss or damage arising out of any failure or delay in rendering services pursuant to this Agreement that arise out of circumstances that are beyond the control of OHM ADVISORS.
5. COMPENSATION. CLIENT shall pay OHM ADVISORS for services performed in accordance with the method of payment, as stated in the Proposal or Scope of Services. CLIENT shall pay OHM ADVISORS for reimbursable expenses for subconsultant services, equipment rental, or other special project related items at a rate of 1.15 times the invoice amount.
6. TERMS OF PAYMENT. Invoices shall be submitted to the CLIENT each month for services performed during the preceding period. CLIENT shall pay the full amount of the invoice within thirty days of the invoice date. If payment is not made within thirty days, the amount due to OHM ADVISORS shall include a service fee at the rate of one (1%) percent per month from said thirtieth day.
7. STANDARD OF CARE. OHM ADVISORS shall perform their services under this Agreement in a manner consistent with the professional skill and care ordinarily provided by similar professionals practicing in the same or similar locality under the same or similar conditions.
8. RESTRICTION OF REMEDIES. OHM ADVISORS is responsible for the work of its employees while they are engaged on OHM ADVISORS' projects. As such, and in order to minimize legal costs and fees related to any dispute, CLIENT agrees to restrict any and all remedies it may have by reason of OHM ADVISORS' breach of this Agreement or negligence in the performance of services under this Agreement, be they in contract, tort, or otherwise, to OHM ADVISORS, and to waive any claims against individual employees.
9. LIMIT OF LIABILITY. To the fullest extent permitted by law, CLIENT agrees that, notwithstanding any other provision in this Agreement, the total liability in the aggregate, of OHM ADVISORS to CLIENT, or anyone claiming under CLIENT, for any claims, losses, damages or costs whatsoever arising out of, resulting from, or in any way related to this Agreement or the services provided by OHM ADVISORS pursuant to this Agreement, be limited to \$25,000 or OHM ADVISORS fee, whichever is greater, and irrespective of whether the claim sounds in breach of contract, tort, or otherwise.
10. ASSIGNMENT. Neither Party to this Agreement shall transfer, sublet, or assign any duties, rights under or interest in this Agreement without the prior written consent of the other Party.
11. NO WAIVER. Failure of either Party to enforce, at anytime, the provisions of this Agreement shall not constitute a waiver of such provisions or the right of either Party at any time to avail themselves of such remedies as either may have for any breach of such provisions.
12. GOVERNING LAW. The laws of the State of Ohio will govern the validity of this Agreement, its interpretation and performance.
13. INSTRUMENTS OF SERVICE. OHM ADVISORS shall retain ownership of all reports, drawings, plans, specifications, electronic data and files, and other documents (Documents) prepared by OHM ADVISORS as Instruments of Service. OHM ADVISORS shall retain all common law, statutory and other reserved rights, including, without limitation, all copyrights thereto. CLIENT, upon payment in full for OHM's services, shall have an irrevocable license to use OHM's Instruments of Service for or in conjunction with repairs, alterations or maintenance to the project involved but for no other purpose. CLIENT shall not reuse or make any modifications to the Documents without prior written authorization by OHM ADVISORS. In accepting and utilizing any Documents or other data on any electronic media provided by OHM ADVISORS, CLIENT agrees they will perform acceptance tests or procedures on the data within 30 days of receipt of the file.
14. CERTIFICATIONS. OHM ADVISORS shall have 14 days to review proposed language prior to the requested dates of execution. OHM ADVISORS shall not be required to execute certificates to which it has a reasonable objection, or that would require knowledge, services, or responsibilities beyond the scope of this Agreement, nor shall any certificates be construed as a warranty or guarantee by OHM ADVISORS.
15. TERMINATION. Either Party may at any time terminate this Agreement upon giving the other Party 7 calendar days prior written notice. CLIENT shall within 45 days of termination pay OHM ADVISORS for all services rendered and all costs incurred up to the date of termination in accordance with compensation provisions in this Agreement.
16. RIGHT TO SUSPEND SERVICES. In the event CLIENT fails to pay OHM ADVISORS the amount shown on any invoice within 45 days of the date of the invoice, OHM ADVISORS may, after giving 7 days' notice to CLIENT, suspend its services until payment in full for all services and expenses is received.
17. OPINIONS OF PROBABLE COST. OHM ADVISORS preparation of Opinions of Probable Cost represents OHM

ADVISORS' best judgment as a design professional familiar with the industry. CLIENT recognizes that OHM ADVISORS has no control over costs of labor, equipment, materials, or a contractor's pricing. OHM ADVISORS makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual cost.

18. JOB SITE SAFETY. Neither the professional activities of OHM ADVISORS, nor the presence of OHM ADVISORS or our employees and subconsultants at a construction site shall relieve the Contractor or any other entity of their obligations, duties, and responsibilities including, but not limited to, construction means, methods, sequences, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and the health or safety precautions required by any regulatory agency. OHM ADVISORS has no authority to exercise any control over any construction contractor or any other entity or their employees in connection with their work or any health or safety precautions.
19. CONTRACTOR SUBMITTALS. If included in the services to be provided, OHM ADVISORS shall review the contractor's submittals such as shop drawings, product data, and samples for the limited purpose of checking for conformance with information given and the design concept expressed in the construction documents issued by OHM ADVISORS. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the contractor's responsibility. OHM ADVISORS review shall not constitute approval of safety precautions or, unless otherwise specifically stated by OHM ADVISORS, of any construction means, methods, techniques, sequences or procedures. OHM ADVISORS approval of a specific item shall not indicate approval of an assembly of which the item is a component.
20. CONSTRUCTION OBSERVATION. If requested, OHM ADVISORS shall visit the project construction site to generally observe the construction work and answer questions that CLIENT may have. OHM ADVISORS shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the construction work, or to determine whether the construction work is being constructed in accordance with the Contract Documents.
21. HAZARDOUS MATERIALS. As used in this Agreement, the term hazardous materials shall mean any substances, including without limitation asbestos, toxic or hazardous waste, PCBs, combustible gases and materials, petroleum or radioactive materials (as each of these is defined in applicable federal statutes) or any other substances under any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances at or near the Project site. Both Parties acknowledge that OHM ADVISORS' Scope of Services does not include any services related to the presence of any hazardous or toxic materials. In the event OHM ADVISORS or any other person or entity involved in the project encounters any hazardous or toxic materials, or should it become known to OHM ADVISORS that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of OHM ADVISORS' services, OHM ADVISORS may, at its sole option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until CLIENT retains appropriate qualified consultants and/or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations. CLIENT agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless OHM ADVISORS, its officers, partners, employees and subconsultants (collectively, OHM ADVISORS) from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to the Project site, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability, regulatory or any other cause of action, except for the sole negligence or willful misconduct of OHM ADVISORS.
22. WAIVER OF CONSEQUENTIAL DAMAGES. The Parties waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either Party's termination of this Agreement.
23. WAIVER OF SUBROGATION. The Parties waive all rights against each other and any of their contractors, subcontractors, consultants, agents, and employees, each of the other, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to a written contract or other property insurance applicable to the construction work.
24. THIRD PARTIES. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either CLIENT or OHM ADVISORS.
25. CODE REVIEW/ACCESSIBILITY. In providing its services under this Agreement, OHM ADVISORS may have to interpret federal and or state laws, codes, ordinances, regulations and/or statutes. CLIENT understands and agrees that these may be subject to different and possibly contradictory interpretations by relevant governmental officials charged with interpreting same and furthermore understands and agrees that OHM ADVISORS does not warrant or guarantee that their interpretation will be consistent with the interpretation of the relevant governmental officials. OHM ADVISORS shall not be liable for unreasonable or unforeseeable interpretation of federal and or state laws, codes, ordinances, regulations and/or statutes by governmental officials charged with interpreting same.
26. DISPUTE RESOLUTION. In an effort to resolve any conflicts that arise during the project or following the completion of the project, the Parties agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation, unless the Parties mutually agree otherwise, as a prerequisite to further legal proceedings. The Parties agree to share the mediator's fee and any filing fees equally, and the mediation shall be held in the place where the project is located, unless another location is mutually agreed upon.