

RESOLUTION NO. 60-2026

Introduced by Tom Harris

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT THE PROPOSAL AND ENTER INTO AN AGREEMENT WITH OHM ADVISORS FOR ENGINEERING SURVEY AND DESIGN SERVICES RELATED TO THE RIVER ROAD STREET LIGHT PROJECT IN AN AMOUNT NOT TO EXCEED FORTY-TWO THOUSAND ONE HUNDRED AND 00/100 DOLLARS (\$42,100.00)

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

SECTION 1. That the City Manager shall be, and he hereby is, authorized and directed to accept the proposal and enter into an agreement with OHM Advisors for engineering survey and design services for the River Road Street Light Project in an amount not to exceed Forty-Two Thousand One Hundred and 00/100 Dollars (\$42,100.00), which agreement shall be in 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:

28 JUL 2026





June 5, 2026

City of Huron
Stuart Hamilton
417 Main Street
Huron, Ohio 44839

RE: Proposal for Professional Services
US-6 & River Road Traffic Signal

Dear Stu:

OHM Advisors (OHM) is pleased to submit this Proposal for Professional Services supporting the removal and relocation of the traffic signal at the intersection of US-6 and Center Street to the intersection of US-6 and River Road. We truly enjoy working with the City of Huron to improve its transportation facilities and to make the City a safer place for all residents.

Statement of Understanding

The project will consist of relocating existing span wire traffic signal elements from the intersection of US-6 and Center Street in the City of Huron to the intersection of US-6 and River Road and installing the necessary proposed traffic signal elements to ensure proper operation. The project will include installing vehicle detection along River Road. The project is expected to be funded with local funds. The scope of service will include traffic signal and traffic control construction plans prepared using ODOT design and plan preparation standards. Plans will be based on a field topo survey and alignment retracement.

Scope of Services

Our Scope of Services includes the following tasks required to complete engineering services.

Task 1 – Preliminary Analysis

1. Analyze and measure the existing strain pole signal supports at the intersection of US-6 and Center Street to determine their design information.
2. Complete a description of signal relocation work and an estimate of approximate cost to complete.

Task 2 – Preliminary Design

1. Conduct a project kick-off meeting with the City of Huron to confirm scope, schedule, and deliverables.
2. Initiate utility coordination with affected companies and document correspondence.
3. Conduct a field topo survey, Right-of-Way research, alignment retracement, monument recovery, and updated aerial imagery.
4. Prepare the Preliminary Design plans (similar to ODOT Stage 2 plans) for review by the City. The Preliminary Design plans will consist of the following:
 - a. Title Sheet



- b. General Notes
 - c. Traffic Signal Plan depicting existing & proposed signal support, signal heads, and controller location
 - d. Traffic Control Plan depicting proposed pavement markings and existing & proposed signage
5. Prepare a preliminary construction cost estimate.
6. Submit Preliminary plans to the City and utilities.

Deliverables

- Preliminary plans
- Preliminary construction cost estimate
- Preliminary utility coordination log and utility conflict spreadsheet
- Supplemental traffic signal design calculations
- Kick-off meeting minutes

Task 3 – Final Design

1. Attend a meeting with the City to discuss Preliminary Design review comments.
2. Address review comments received during the Preliminary Design plan review.
3. Continue utility coordination with affected companies and document correspondence.
4. Prepare the Final Design plans, including:
 - a. Title Sheet
 - b. General Notes
 - c. General Summary
 - d. Traffic Signal General Notes
 - e. Traffic Signal/Traffic Control Subsummary
 - f. Traffic Signal/Traffic Control Plan
 - g. Traffic Signal Details
5. Prepare a final construction cost estimate.
6. Submit Final plans to the City and utilities.

Deliverables

- Final plans
- Final cost estimate
- Final utility coordination log and updated utility conflict spreadsheet
- Responses to Preliminary Design review comments
- Preliminary Design review meeting minutes

Task 4 – Bid Process, Review, and Award

1. Addendums/Clarifications
 - a. Provide written explanations to all bidders for any questions regarding the bid documents and plans, including any necessary supporting documents, and distribute addendums/clarifications via email to plan holders.



- b. Depending on the size and complexity of the project, multiple addendums/clarifications may be required for the project.
2. Post-Bid Activities
 - a. Evaluate bids and contractor qualifications.
 - b. Attend a pre-award meeting to review all bid items with the apparent low bidder.
 - c. Provide a Summary of Bids to the City.
3. The fee provided includes one bidding process only. In the event the project requires a rebid, a contract modification will be submitted for the additional bidding services provided. Additional services will commence upon approval of the contract modification.

Deliverables

- ▀ Addendums/clarifications to bidders via email.
- ▀ Evaluation of bid and contractor qualifications
- ▀ Summary of Bids

Additional as-needed items may arise during the development of the design, which were not anticipated at the time this proposal was prepared. These efforts will not be completed until written authorization has been provided by the City agreeing to the extra work, and the budget allowance for this task will not be used without advanced authorization from the City. OHM will prepare a Scope of Services and a budget for each item for approval by the City before proceeding.

Compensation

OHM Advisors will provide the above-outlined professional services in accordance with the following fee schedule. Our professional services for Task 1 – Task 5 will be performed on a lump sum basis.

Task	Fee
Task 1 – Preliminary Analysis	\$ 2,200
Task 2 – Preliminary Design	\$ 16,500
Task 3 – Final Design	\$ 20,400
Task 4 – Bid Process, Review, and Award	\$ 3,000
Total All Tasks	\$ 42,100

Notes:

1. Fees were determined based on the noted assumptions. OHM Advisors proposes to confirm these assumptions with the Client prior to commencing services.
2. The cost associated with each task assumes authorization and execution of all tasks.
3. The project includes one initial kick-off meeting and one plan review meeting. Any additional meetings will be discussed with the Client, and scope/fee adjustments will be negotiated prior to proceeding.
4. “**Lump Sum**” fees, as proposed, shall be invoiced at the exact number shown.



Clarifications and Assumptions

Our Proposal was prepared based on the following assumptions:

- ▼ Additional Services. If additional labor effort is required due to:
 - a. Meetings beyond those described in the Work Plan
 - b. Client-directed schedule changes
 - c. Design revisions that depart from the approved direction or require rework of completed submissions
- ▼ OHM Advisors will negotiate an amendment with the Client prior to performing such services. No Additional Services will be performed without written authorization from the Client.
- ▼ All deliverables will be submitted electronically in CADD, GIS, and/or PDF format, as applicable.
- ▼ Construction services are not included and, if required, will be addressed under a separate agreement and fee.
- ▼ Right-of-Way acquisition is not expected to be required for this project.

Client Responsibilities

- ▼ The City of Huron will provide the following, if available, to assist us with the project: prior as-builts and existing plans, plat maps, site surveys indicating existing topography, access to signal cabinets, easements, and utility line information. The City will provide these items within two (2) weeks of authorization to proceed.

Authorization and Acceptance

If this proposal is acceptable to you, your signature on this letter with a copy returned to me will serve as our authorization to proceed. Upon execution, this Proposal and the Terms & Conditions will form our agreement.

Thank you for giving us the opportunity to be of service. We look forward to working with you on this project. This proposal is valid for 30 days from the date of this letter. If you have any questions or comments, please contact me at russ.critelli@ohm-advisors.com or 216-865-1339.

Sincerely,

Acceptance
City of Huron

Russ Critelli, PE, PMP
Principal

06/05/2026

Date

Stuart Hamilton, City Manager

07/29/2026

Date

Attachments: Terms and Conditions

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.