

RESOLUTION NO. 2020-82

Introduced by: Trey Hardy

A RESOLUTION AUTHORIZING AN EXTENSION TO AGREEMENT WITH OHM ADVISORS FOR THE PROVISION OF PROFESSIONAL ENGINEERING SERVICES PROVIDED TO THE CITY OF HURON FOR THE PERIOD OF JANUARY 1, 2021 THROUGH JANUARY 31, 2021.

WHEREAS, on November 27, 2018, the City of Huron adopted Resolution No. 2018-92 authorizing the City of Huron, Ohio to enter into an Agreement (“Agreement”) with OHM Advisors to provide professional engineering services for the City of Huron for a term ending on December 31, 2020; and

WHEREAS, the City and OHM Advisors are negotiating a new contract for professional engineering services; and

WHEREAS, provisions in the Agreement permit the parties to mutually agree to amend the Agreement on such terms as agreed to in writing.

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

SECTION 1: That on November 28, 2018, the City entered into the Agreement with OHM Advisors for the provision of general engineering and related services, a copy of which is attached hereto as Exhibit “A” and made a part hereof.

SECTION 2: That the City Manager is authorized to enter into an amendment to the Agreement with OHM Advisors for the provision of general engineering services for the period of January 1, 2021 through January 31, 2021.

SECTION 3: That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal actions were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 4: This Resolution shall be in full force and effect from and immediately following its adoption.

ATTEST: 
Clerk of Council


Sam Artino, Mayor

ADOPTED: 22 DEC 2020



ARCHITECTS. ENGINEERS. PLANNERS.

RE: Huron City Engineer
Contract for 2019 & 2020
Proposal #18337

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
- "Engineer" shall refer to Orchard, Hiltz & McCliment, Inc., dba OHM Advisors

Task #1 Standard Engineering Services

- Provide an Engineer in your community for a Set Price, Set Hours, and Set Duties.
- The following services are included:
 - Total Hours of Service
 - 24 hours per week (average) (50 weeks/year)
 - Hours will likely be higher during the peak construction season and emergency situations, and may be lower during the off-peak/winter months, etc.
 - However, the price is set and will not change.
 - Office Hours at the Municipal Center
 - Monday thru Thursday: TBD – in coordination with Municipal Staff
 - Friday: As necessary to meet with residents or monitor projects
 - Meeting Hours (as necessary)
 - Attendance of Council Meetings, as necessary
 - Attendance of Planning Commission, Zoning Meetings, as necessary
 - Special meetings at the Municipal Center
 - Special meetings to attend on behalf of the Municipality, at neighboring communities, counties, or state agencies. (MPO, County, ODOT, Soil & Water, etc.)
 - Special meetings with funding agencies for project grants and loans
 - Office Hours at OHM Advisors Corporate Office
 - Coordination of Municipal Issues
 - Preparation of Grant Applications, Reports, etc
 - Technical Advisor on engineering issues referred from the Mayor, Council, Committees, or other Departments (Finance, Service, Economic Development, Building, Law).
 - Represent the Municipality to advise property owners on problems pertaining to engineering, as they may relate to public sewers, waterlines, drainage patterns, and building grades.
 - Review and prepare preliminary sketches, layouts, estimates, or reports, concerning potential future capital improvement projects or repair projects.
 - Work with the administrative staff to organize, manage, and update Engineering related files, standards, and details.
 - Provide a report to Council regarding the status of engineering related matters
 - Provide Professional oversight of Standard Engineering Services.
- Major Tasks
 - ODOT Pavement Condition Ratings (PCR) – (Updated every 2 years)
 - 5-year Capital Improvement Plans (CIP) – (Updated every 2 years)
 - Prepare the Annual Report to Ohio EPA regarding NPDES Permit (MS4)
 - Review and prepare funding applications for various funding sources such as CDBG, OPWC, ODNR, FEMA, EPA, OWDA & ODOT.

Task #2 Zoning Services

- The following services are included:
 - Total Hours of Zoning Services (Part A + Part B)
 - 16 Hours per week (average) (50 weeks/year)
 - Total Hours of “Base Zoning Service”
 - 8 hours per week (average) (50 weeks/year)
 - Weekly Drive-thru & Visual Review of entire Municipality (All streets)
 - Weekly Report of Findings
 - Zoning Report – violations, issues, ongoing work, action items
 - Action Items contained in the Zoning Report will be Addressed by the Zoning Inspector (OHM Advisors) under the “Miscellaneous Services” Section.
 - Total Hours of “Miscellaneous Zoning Services”:
 - 8 hours per week (average) (50 weeks/year)
 - Services Include:
 - Assist municipality with updating documentation and process implementation of zoning standards
 - Assist the municipality with completing a market zoning and building fee study
 - Phone Calls & Meetings with Applicants at Municipal Hall
 - Violation Letters
 - Inspections & Re-Inspections
 - BZA Meetings & Planning Commission Meetings
 - Specific Field/Site Reviews that cannot take place during the weekly drive-thru of the municipality, etc.

Task #3 A Professional Design Service Contracts (OHM Advisors)

- The Municipality shall compensate the Engineer for the design and preparation of construction plans for the construction of public improvements, in accordance with the following schedule and conditions:

TABLE 1

Cost of Construction			Engineering Fee (% of Construction Cost)
\$ 0	To	\$ 100,000	Hourly Rates -or- Fixed Fee Proposal
\$ 100,000	To	\$ 500,000	10% of \$100,000 + 9% over \$100,000
\$ 500,000	To	\$ 1,000,000	9% of \$500,000 + 8% over \$500,000
\$ 1,000,000	To	Higher	8%

- Part A: Covered in Fee (Table 1): Standard Design Components:**
 - Streets, Bike Paths, Sidewalks, Parks, Parking Lots
 - Storm Sewers, Culverts, Stormwater Management Facilities (Ponds, Bio-Swales, etc.)
 - Waterlines (Distribution & Transmission)
 - Sanitary Sewers (Collection & Interceptors; Gravity, Force Main, & Lift Stations)
 - Specifications, Details, Supporting Calculations, etc.
 - Preparation of Official Engineer's Cost Estimate
 - Preparation of Contract Bid Documents
 - Attend Pre-Bid Meetings
 - Write Addendums prior to Bidding
 - Attend Public Bid Opening
 - Analyze, Review and Recommend Award of Contract
- Part B: Not Covered in Fee (Table 1): Specialty Design Components:**
 - Surveying (Field, Office, R/W Plans, Easements, Plats)
 - Traffic Engineering (Reports, Studies, Signals, etc.)
 - Geotechnical Engineering (Reports, Studies, Borings, etc.)
 - Structural Engineering (Bridges, Retaining Walls, Foundations, etc.)
 - Environmental, Ecological, Archaeological, Historical, Noise (Reports, Studies, Permits)
- Process**
 - The Engineer shall prepare an estimated cost of construction and the associated engineering fee in accordance with the Table 1 above (Part A) and obtain price proposals for any services which may be required for the project as listed under (Part B).
 - Engineer shall present all estimated project costs to the Municipality for Authorization to Proceed.
 - Upon Authorization, the Engineer shall proceed with the work and invoice the Municipality using the *Standard Hourly Rates*.
 - Upon receipt of the public bids, the cost of construction of the awarded bidder shall be used to determine the final Engineering Fee for the project, using Table 1. Overpayments / underpayments by the Municipality shall be reconciled with the Engineer at this time.

Task #3 B Professional Design Service Contracts (OHM Advisors)

- The Municipality shall compensate the Engineer for Construction Administration, Management, & Inspection (CA/CM/CI) for the construction of public improvements, in accordance with the following schedule and conditions:

TABLE 2

Cost of Construction			CA/CM/CI Fee (% of Construction Cost)
\$ 0	To	\$ 100,000	Hourly Rates -or- Fixed Fee Proposal
\$ 100,000	To	\$ 500,000	8% of \$100,000 + 7% over \$100,000
\$ 500,000	To	Higher	7%

- Part A: Covered in Fee (Table 2): Standard CA/CM/CI Components**
 - Pre-Construction Activities
 - Coordinate & Attend Pre-Construction Meeting
 - Project Schedules, Notifications, Shop Drawings, etc.
 - Active Construction Activities
 - Daily Inspection Reports, Tracking of Quantities, Coordination with Residents
 - Pay Requests, RFI's, Prevailing Wage, Schedules, etc.
 - Post-Construction Activities
 - Final Walk-Thru and Creation of Punch List
 - Final Affidavits, As-Builts, Maintenance Bond, Release of Retainage, etc.
- Part B: Not Covered in Fee (Table 2): Specialty CA/CM/CI Components:**
 - Testing: Asphalt, Concrete, Earthwork, Pipe, Materials, etc.
- Process**
 - The Engineer shall prepare an estimated cost of construction and the associated CA/CM/CI fee in accordance with the Table 2 above (Part A) and obtain price proposals for any services which may be required for the project as listed under (Part B).
 - Engineer shall present all estimated project costs to the Municipality for Authorization to Proceed.
 - Upon Authorization, the Engineer shall proceed with the work and invoice the Municipality using the *Standard Hourly Rates*.
 - Upon completion of the project, the final project cost shall be used to determine the final CA/CM/CI Fee for the project, using Table 2. Overpayments / underpayments by the Municipality shall be reconciled with the Engineer at this time.

Task #4 Private Sector Developments

- Engineer will utilize the Professional Review Account (PRA) Program to provide professional services representation on behalf of the Municipality, for Private Sector Development Projects, at no cost to the Municipality.
- The following services are included:
 - The Engineer shall review construction plans, plats, easements, etc., required for the construction of new developments, utilities, or building additions.
 - The Engineer shall provide construction administration services, including pre-construction meetings, shop drawing review, progress meetings, and punch-list items.
 - The Engineer shall provide construction inspection and testing services to verify that the public infrastructure is being constructed to Municipality standards.
 - The Engineer shall coordinate with the bonding companies and financial institutions to guarantee the proper completion of all construction.
- **Professional Review Account (PRA) Program:**
 - The Engineer shall work with the Municipality to setup the PRA Account.
 - The Engineer shall require an initial deposit to the PRA Account by the Developer.
 - The Engineer shall require additional deposits to the PRA Account, throughout the duration of the project, as necessitated by project costs.
 - The Engineer shall grant no approvals until all requested deposits are made.
 - The cost of the PRA services shall be tracked and itemized for invoicing to the Municipality.
 - Municipality shall pay the Engineer for such services via the PRA Account deposits.
- This deposit-based system PRA guarantees that the Developer pays in advance for all professional services reviews. There is no cost and no risk to the Municipality.
- Fees to perform professional services reviews and construction administration, management & Inspection (CA/CM/CI) will be performed at OHM's standard hourly rates.

Price Proposal

<i>Task</i>	<i>Description</i>	<i>Rate Schedule 2019</i>	<i>Rate Schedule 2020</i>
<i>Task #1</i>	<i>Standard Engineering Services</i>	<i>\$ 6,150/month \$ 73,800/year</i>	<i>\$ 6,300/month \$ 75,600/year</i>
<i>Task #2</i>	<i>Zoning Services</i>	<i>\$ 4,100/month \$ 49,200/year</i>	<i>\$ 4,200/month \$ 50,400/year</i>
<i>Task #3</i>	<i>Professional Design Service Contracts</i>	<i>\$ Fixed Price per Project Proposal</i>	<i>\$ Fixed Price per Project Proposal</i>
<i>Task #4</i>	<i>Private Sector Developments</i>	<i>\$ Developer Cost - Paid through the Professional Review Account(PRA) *</i>	<i>\$ Developer Cost - Paid through the Professional Review Account(PRA) *</i>

Contract Term

Contract shall commence on January 1, 2019 and terminate on December 31, 2020.

Standard Terms and Conditions

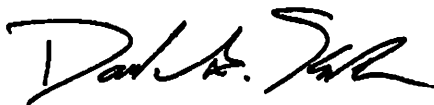
The Standard Terms and Conditions attached herein shall be in effect for the entirety of the Contract Terms shown above. The Standard Terms and Conditions shall also be considered a part of any and all future contracts associated with Task #2 and Task #3 for the duration of those contracts.

Termination Clause

Upon 90 days advance written notice, either contracted party (Municipality or Engineer), 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. All contract requirements and payment requirements shall apply through the final date of termination.

Authorization

OHM Advisors



David G. Krock, PE., ENV SP
 Director of Northeast Ohio

City of Huron

 Name Date

Approved as to form:

 Name Date

Standard Terms and Conditions

1. **THE AGREEMENT** – These standard Terms and Conditions and the attached Proposal or Scope of Services, upon their acceptance by the Owner, shall constitute the entire Agreement between OHM Advisors, registered in the State of Ohio, and the Owner. The Agreement shall supersede all prior negotiations or agreements, whether written or oral, with respect to the subject matter herein. The Agreement may be amended only by mutual agreement between OHM Advisors and the Owner and said amendments must be in written form.
2. **SERVICES TO BE PROVIDED** – OHM Advisors will perform the services as set forth in the attached proposal or scope of services which is hereby made a part of the Agreement.
3. **SERVICES TO BE PROVIDED BY OWNER** –
The Owner shall at no cost to OHM Advisors:
 - a. Provide OHM Advisors' personnel with access to the work site to allow timely performance of the work required under this Agreement.
 - b. Provide to OHM Advisors within a reasonable time frame, any and all data and information as may be required by OHM Advisors to perform the services under this Agreement.
 - c. Designate a person to act as Owners representative who shall have the authority to transmit instructions, receive information, and define Owner policies and decisions as they relate to services under this Agreement.
4. **PERIOD OF SERVICE** – The services called for in this agreement shall be completed within the time frame stipulated in the Proposal or Scope of Services, or if not stipulated shall be completed within a time frame which may reasonably be required for completion of the work. OHM Advisors shall not be liable for any loss or damage due to failure or delay in rendering any service called for under this agreement resulting from any cause beyond OHM Advisors' reasonable control.
5. **COMPENSATION** – The Owner shall pay OHM Advisors for services performed in accordance with the method of payment as stated in the Proposal or Scope of Services. Method of compensation may be lump sum, hourly; based on a rate schedule, percentage of the construction cost, or cost plus a fixed fee. The Owner shall pay OHM Advisors for reimbursable expenses for sub consultant services, equipment rental or other special project related terms at a rate of 1.15 times the invoice amount.
6. **TERMS OF PAYMENT** - Invoice(s) shall be submitted to the Owner not more often than monthly for services performed during the preceding period. Owner 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 charge at the rate of one percent per month from said thirtieth day.
7. **LIMIT OF LIABILITY** – OHM Advisors shall perform professional services under this Agreement in a manner consistent with the degree of care and skill in accordance with applicable professional standards of services of this type of work. To the fullest extent permitted by law and notwithstanding any other provision of this Agreement, the total liability in the aggregate, of OHM Advisors and its Officers, Directors, Partners, employees, agents, and sub consultants, and any of them to the Owner and anyone claiming by, through or under the Owner, for any and all claims, losses, costs or damages of any nature whatsoever arises out of, resulting from or in any way related to the project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract or warranty, express or implied, of OHM Advisors or OHM Advisors' Officer, Directors, employees, agents or sub consultants, or any of them shall not exceed the amount of \$25,000 or OHM Advisors' fee, whichever is greater.
8. **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.

9. 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 or breaches of such provisions.
10. GOVERNING LAW – The laws of the State of Ohio will govern the validity of this Agreement, its interpretation and performance.
11. DOCUMENTS OF SERVICE – The Owner acknowledges OHM Advisors' reports, plans and construction documents as instruments of professional services. Nevertheless, the plans and specifications prepared under this Agreement shall become the property of the Owner upon completion of the work and payment in full of all monies due OHM Advisors, however OHM Advisors shall have the unlimited right to use such drawings, specifications and reports and the intellectual property therein. The Owner shall not reuse or make any modifications to the plans and specifications without prior written authorization by OHM Advisors. In accepting and utilizing any drawings or other data on any electronic media provided by OHM Advisors, the Owner agrees that they will perform acceptance tests or procedures on the data within 30 days of receipt of the file. Any defects the Owner discovers during this period will be reported to OHM Advisors and will be corrected as part of OHM Advisors basic Scope of Services.
12. TERMINATION – Either party may at any time terminate this Agreement upon giving the other party 7 calendar days prior written notice. The Owner 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.
13. OHM ADVISORS' RIGHT TO SUSPEND ITS SERVICES – In the event that the Owner fails to pay OHM Advisors the amount shown on any invoice within 60 days of the date of the invoice, OHM Advisors may after giving 7 days notice to the Owner, suspend its services until payment in full for all services and expenses is received.
14. OPINIONS OF PROBABLE COST – OHM Advisors' preparation of Opinions of Probable Cost represent OHM Advisors' best judgment as a design professional familiar with the industry. The Owner must recognize that OHM Advisors has no control over costs or the prices of labor, equipment or materials, or over the contractor's method of pricing. OHM Advisors makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual cost.
15. JOB SITE SAFETY – Neither the professional activities of OHM Advisors, nor the presence of OHM Advisors or our employees and sub consultants at a construction site shall relieve the General 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. The Owner agrees that the General Contractor is solely responsible for jobsite safety and warrants that this intent shall be made clear in the Owners agreement with the General Contractor. The Owner also agrees that OHM Advisors shall be indemnified and shall be made additional insureds under the General Contractors general liability insurance policy.
16. DISPUTE RESOLUTION – In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the Owner and OHM Advisors 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.