

RESOLUTION NO. 2017-10

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT THE PROPOSAL AND ENTER INTO AN AGREEMENT WITH OHM ADVISORS FOR THE PROVISION OF A STUDY AND PREPARATION OF AN APPLICATION TO FEMA RELATED TO PROPOSED FLOOD MAP REVISIONS AT A COST NOT TO EXCEED FIVE THOUSAND FIVE HUNDRED AND 00/100 DOLLARS (\$5,500.00)

WHEREAS, the city was contacted by a resident with inquiry regarding property identified as being within the FEMA Flood Plain Map; and,

WHEREAS, upon review of the inquiry and current FEMA Flood Plain Mapping; the city has discovered a discrepancy with regard to the current Flood Plain Map; and,

WHEREAS, the city, in order to assist this resident and potentially other individuals who may be affected by this discrepancy, seeks to appeal to FEMA for consideration of revision to the Flood Plain Map,

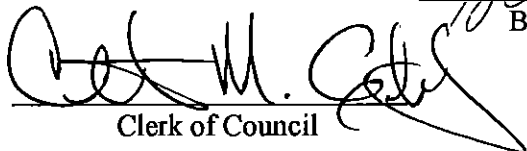
BE IT RESOLVED BY THE COUNCIL OF THE CITY OF HURON, OHIO:

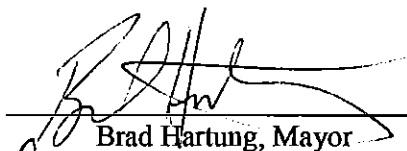
SECTION 1. That the City Manager is authorized and directed to accept the proposal and enter into an agreement with OHM Advisors for the provision of a study and preparation of an application to FEMA for proposed revisions to the Flood Plain Map at a cost not to exceed Five Thousand Five Hundred and 00/100 Dollars (\$5,500.00) 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


Brad Hartung, Mayor

ADOPTED: FEB 28 2017



ARCHITECTS. ENGINEERS. PLANNERS.

January 13, 2017

City of Huron
Andrew White
417 Main Street
Huron, OH 44839

RE: FEMA – Map Revision & Study
Location: Winkler Creek (SR 2 to Berlin Road)
Proposal # 17114

Dear Mr. White:

The following scope of services, price proposal, and project schedule represent our understanding of the project, based upon prior discussions, meetings, and/or additional project information made available at the time of this proposal. Should you have any questions, please let us know.

Proposal Outline

Proposal Outline..... 1

Scope of Services (Engineering Tasks) 2

Price Proposal..... 2

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Sincerely,

OHM Advisors

James H. Sickels, CPESC
James.sickels@ohm-advisors.com
D: 330.913.1050 C: 330.338.5349

David G. Krock, PE, Director
david.krock@ohm-advisors.com
D: 330.913.1045 C: 330.350.0521

Authorization to Proceed

Signature	Date
Printed Name	Title
Andrew D. White	City Manager



Scope of Services (Engineering Tasks)

Task #77 Studies & Reports

- The following services are included in the fee shown:
 - Letter of Map Revision
 - Provide detail narrative of the project and its impact on the effective floodplain
 - Complete Form 1, "Overview and Concurrence Form", as applicable for submittal.
 - Complete Form 2, "Application and Certification Form", as applicable for submittal.
 - Complete Form 3, "Riverine Structures Form" as applicable for submittal.
 - Flood Insurance Rate Map (FIRM) Reproduction
 - Obtain current FIRM from FEMA
 - Reproduce current FIRM based on new hydrologic and hydraulic data, as needed for submittal.
 - Provide pre-project condition hydraulic model, as needed for submittal.
 - Provide post-project condition hydraulic model, as needed for submittal.
 - Provide topographical work map, certified by a professional engineer, in CAD format, as needed for submittal.

To complete the study, the following shall be provided by the City of Huron to OHM-Advisors in order to provide the required package for submittal:

- Documentation that all requirements of Section 65.7(b) (1) of the NFIP regulations have been met. This consists of either:
 - 1. Proof of a public statement by the City of Huron stating the intent to revise the floodway.

or

Provide proof that all affected property owners have been notified, including contact information.

Price Proposal

#	Engineering Tasks	Fee
Task #77	Studies & Reports	\$ 5,500
	Subtotal =	\$ 5,500
	Grand Total =	\$5,500



Standard Terms & 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 for the 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. Provided 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 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 it 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 any time, 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 acknowledge 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.