Ordinance No. 118 -2025

Authorizing The Mayor, Finance Director And Director Of Public Service To Enter Into An Agreement With OHM Advisors, 3290 Levis Commons Blvd., Perrysburg, Ohio 43551 To Provide Professional Engineering Services For Detailed Design of Coy Road Storm Sewer Replacement And Ardmore Flood Relief Project In An Amount Not To Exceed One Hundred One Thousand One Hundred Fifty and 00/100 Dollars ($101,150.00); And Declaring An Emergency

Summary And Background

The Director of Public Service advertised and requested qualification statements from qualified professional engineers to provide professional engineering services for detailed design of Coy Road Storm Sewer Replacement and Ardmore Flood Relief Project, which consists of enlarging the existing storm sewer on Coy Road, between Mary Allen Drive and Country Farms Road, and installing a new overflow storm sewer from the Forester Drive Storm Sewer in the Ardmore Subdivision.

Letters of Interest were received from the following five (5) consulting firms - Colliers Engineering, Woolpert; The JDI Group; New Rivers Engineering, Inc.; and OHM Advisors.

OHM Advisors has been determined by the Department of Public Service to be most qualified for the requested professional engineering services.

The attached "Exhibit A" has been reviewed by the Department of Public Service and is determined to be fair and reasonable for the work required.

The said engineering services are included in the approved 2025 CIP Municipal Budget in Account 350.7428.52540. **Now, Therefore,**

Be It Ordained By The Council Of The City Of Oregon, Ohio, That:

Section 1. The Mayor, Finance Director and Director of Public Service are hereby authorized to enter into an agreement with OHM Advisors, 3290 Levis Commons Blvd., Perrysburg, Ohio 43551 to provide Professional Engineering Services for Detailed Design of Coy Road Storm Sewer Replacement and Ardmore Flood Relief Project in an amount not to exceed One Hundred One Thousand One Hundred Fifty and 00/100 Dollars ($101,150.00) in accordance with "Exhibit A", attached hereto and made a part hereof.

Section 2. It is hereby 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 actions were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Revised Code of Ohio and that the reading and adoption of this Ordinance complies with the provisions of Article III, Section 9 of the city Charter as amended.

Section 3. This Ordinance is hereby declared to be an emergency measure and shall take effect and be in force from and after its passage and signature by the Mayor. The reason for the emergency lies in the fact that this Ordinance is necessary in order to hire the consultant and proceed with the project in a timely manner.

Vote on passage as an emergency: Yeas 6 Nays 0 Abs. 0

Passed as an emergency measure on: July 14, 2025

President of Council

Attest:

Clerk of Council

Approved:

Mayor

"Exhibit A"

July 7, 2025

Paul Roman, PE
Director of Public Service
City of Oregon
5330 Seaman Road
Oregon, OH 43616

RE: Proposal for Professional Services
Coy Road Storm Sewer Replacement

Dear Mr. Roman:

Thank you for contacting us to provide professional services to City of Oregon for the Coy Road Drainage Improvements project. We have prepared this letter proposal based on the information provided and discussions with you and City of Oregon staff. This proposal represents our understanding of the project, scope of services, schedule and compensation.

Statement of Understanding

The referenced project includes storm drainage improvements on Coy Road from near Country Farms Road to Mary Ellen Drive. An overflow drainage system from Forester Drive will also be included.

Scope of Services

Our Scope of Services includes the tasks required to complete hydraulic analysis, topographic survey, easement preparation, and design engineering. Specific tasks to complete this project are as follows:

PHASE 1 – Data Collection Tasks

Task 101 – Topographic Survey

- The following services are included in the fee shown:
  - Limits of Survey:
    - Coy Road from Country Farms Road to Mary Ellen Drive.....1,380 LF
    - Four parcels associated with the proposed drainage easement.....830 LF

      Total survey length: 2,210 LF
    - Right-of-way limits plus 10 feet
  - Data Collected:
    - All existing utilities (overhead, and underground), as field marked by OHIO811, or as provided by in record plans per ORC 153.64. Depths of underground conduit (gas, water, electric, fiber optic, telephone, cable, etc.) will be based on information provided by respective utilities
    - All storm and sanitary sewers rim and pipe invert elevations and structures
    - All street pavement, curbs, and sidewalks
    - Driveways, hard surfaces, landscape areas, trees, bushes, etc.
    - Contour elevations

- Other important topographic features that might impact design construction
- Deliverables:
  - This information will be collected and provided in an AutoCAD format for use in design

PHASE 2 – Design Engineering Tasks

Task 200 – Pre Design and Field Analysis

- The following services are included in the fee shown:
  - Hydraulic Analysis of the Ardmore overflow
    - One-dimensional model extent creation
    - Develop two-dimensional grid for evaluating the surface flooding extent
    - Include operational structures (Menards basin, Brown Road flip gate, Forester Drive overflow, etc.)
    - Validate model performance with 5-year design storm event
    - Check performance with larger event, 25-year or 50-year
    - Select up to three alternatives to test
      - Weir Heights
      - Relief pipe and/or channel section sizing
      - Test performance vs. design year and larger event
    - Meetings to discuss progress and performance of selected alternative
    - Develop up to three maps, one for each alternative configuration
    - City to perform field data collection needed for model development
      - Depth measurements from inverts to rim
      - Approximately 60 structures
      - Data ideally added to City's existing GIS for use and reference
  - Analysis
    - The engineer shall utilize a field review to verify existing basemap conditions for design considerations, construction, maintaining traffic, repair/replacement effort, and to make notations of specific areas of concern
  - Establish design criteria, standards, and specifications
    - ODOT Location & Design Manuals
    - City of Oregon
    - Ohio Environmental Protections Agency (OEPA)
  - Recommendation
    - The engineer will verify limits and type of work to be performed along with associated construction estimate updates
    - Pre-design meeting with City

Task 201 – Stage One Design

- The following services are included in the fee shown:
  - Hydraulic Modeling and confirmation of the Ardmore overflow
  - Storm sewer calculation
  - Development of line, grade, and typical section design
    - Horizontal alignment of the drainage improvements
    - Vertical alignment of the drainage improvements
    - Sewer and/or ditch drainage typical sections

        - Initial analysis of site impacts, beyond the drainage system including driveways, side streets, and adjacent property
    - Preparation of Stage One Plans to include:
        - Title Sheet
        - Legend Sheet
        - Schematic Plan
        - Typical Section
        - Maintenance of Traffic
        - Coy Road Plan & Profile Sheets
        - Easement Drainage Plan & Profile Sheets
    - Meeting with the City to confirm drainage alignments, sizing, and necessary easements prior to detailed design
- Deliverables:
    - Submittal of Stage One Plans to client
    - Updated construction cost estimate
    - Submittal of Stage One Plans to public agencies and utility companies, including:
        - Toledo Edison Company
        - Columbia Gas of Ohio
        - AT & T
        - Buckeye Cable Systems
        - Others as identified during utility design notification

Task 203 – Stage Three Design

- The following services are included in the fee shown:
    - Preparation of plans to be used for the City's OPWC application:
        - Title Sheet
        - Legend
        - Schematic Plan
        - Typical Section
        - General Notes
        - Maintenance of Traffic Notes and Plans
        - General Summary
        - Plan & Profile Coy Road
        - Plan & Profile Easement Drainage
        - Cross Sections
        - Drainage Details
        - Construction Details
- Deliverables:
    - Submittal of Stage Three Plans to client
    - Utilities Analysis and Conflict Table
    - Updated construction cost estimate
    - Submittal of Stage Three Plans to public agencies and utility companies, including:
        - Toledo Edison Company
        - Columbia Gas of Ohio
        - AT & T
        - Buckeye Cable Systems

- Others as identified during utility design notification

Task 204 – Final Plans, Specification, and Estimate

- The following services are included in the fee shown:
  - Preparation of Final Plans shall include the following sheet set:
    - Title Sheet
    - Legend
    - Schematic Plan
    - Typical Section
    - General Notes
    - Maintenance of Traffic Notes and Plans
    - General Summary
    - Plan & Profile Coy Road, Sewer, and Ditch (Scale 1:20H; 1:5V)
    - Plan & Profile Easement Drainage, Sewer, and Ditch (Scale 1:20H; 1:5V)
    - Cross Sections of Sewer and Ditch (Scale 1:1H; 1:1V)
    - Sewer and Ditch Drainage Details
    - Construction Details
  - Design will include all details and specifications required for public bidding of a unit price contract, in accordance with industry standards.
- Deliverables:
  - Final Plans and Specifications for public bidding in 22 x 34" size and 11 x 17" size
  - Engineer's Official Opinion of Probable Construction Cost

Task 205 – Easement Exhibits & Legal Descriptions

- The following services are included in the fee shown:
  - Easement Exhibit includes the following:
    - Subject and adjoining property ownership and reference deed
    - Existing street right of way width and geometry
    - Existing boundary evidence and descriptions
    - Existing subject parcel geometry
    - Proposed geometry of easement areas
    - Set new monumentation (as necessary)
  - Legal Descriptions
    - Based on field survey and exhibit
    - Four (4) descriptions – one (1) roadway dedication, three (3) utility easements
- Deliverables:
  - Four (4) exhibits and legal descriptions signed and pre-approved by the county.
  - Set monumentation of the proposed property corners.
  - The plat shall be delivered within forty (40) working days of authorization to proceed, as determined by the approval of detailed design.

Exclusions: This proposal does not include the preparation of legal recording instruments. An attorney must prepare a deed of easement in the State of Ohio.

Schedule

The following table outlines the task durations for major project milestones:

TASK	TASK DURATION
Task 101 – Topographic Survey	July – August 2025
Task 200 – Pre Design and Field Analysis	July – August 2025
Task 201 – Stage One Plans	August 2025
Task 203 – Stage Three Plans	August – September 2025
Task 204 – Final Plans, Specifications, & Estimate	January – February 2026
Task 205 – Easement Exhibits & Legal Descriptions	January – February 2026

The execution of Tasks 204 and 205 are dependent upon the City being awarded OPWC funds or other funding source(s).

We are prepared to commence work on this project on July 15, 2025, upon receipt of your written authorization to proceed. Schedule of completion will be subject to authorization of contract and notice to proceed.

Compensation

OHM Advisors will provide the above-outlined professional services in accordance with the following fee schedule. Our professional services for Data Collection and Design Engineering tasks will be performed on a lump sum basis.

Phase/Task	Cost
PHASE 1 – Data Collection Tasks	
Task 101 – Topographic Survey	$20,050
Phase 1 Total	**$20,050**
PHASE 2 – Design Engineering Tasks	
Task 200 – Pre Design and Field Analysis	$33,300
Task 201 – Stage One Design	$10,900
Task 203 – Stage Three Design	$24,400
Task 204 – Final Plans, Specifications, and Estimate	$7,700
Task 205 – Easement Exhibits & Legal Descriptions	$4,800
Phase 2 Total	**$81,100**
Total All Phases	**$101,150**

Notes:

1. Fees were determined based on the noted assumptions. OHM Advisors proposes to confirm these assumptions with City of Oregon prior to commencing services.
2. The cost associated with each task assumes authorization and execution of all the tasks above.
3. "**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:

- If additional labor effort or change in schedule is required beyond described herein, OHM Advisors will negotiate an amendment with City of Oregon. OHM Advisors will not proceed with additional services without written authorization to proceed from City of Oregon.
- Meetings shall be conducted in accordance with the Scope of Services as described herein. Additional meetings, not described within our Scope of Services, shall be considered additional services and will be billed on an hourly basis under the Additional As-Needed Services Allowance upon agreement with City of Oregon.

Client Responsibilities

- City of Oregon will provide a single point of contact to OHM Advisors who is knowledgeable about the project needs and desired outcomes.
- City of Oregon will provide the following, if available, to assist us with the project: prior as-builts and existing plans, plat maps, site surveys indicating site boundaries, exiting topography, access to structures, easements and utility line information, utility availability, building information, etc.
- City of Oregon will provide and assign staff to collect stormwater network data that is necessary for hydraulic modeling. This will include collecting invert depth measurements for approximately 60 manhole structures.

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, the Terms & Conditions and the other attachments 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. If you have any questions or comments, please contact me at chad.lewis@ohm-advisors.com or 216-865-1345.

Sincerely,
OHM Advisors

Chad M. Lewis, PE, Project Manager — Date: 7-7-2025

Acceptance
City of Oregon

Paul Roman, PE, Dir. of Public Service — Date

Attachments: Terms and Conditions

cc: Russ Critelli, PE, Principal in Charge, OHM Advisors

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.