

RESOLUTION NO. 2026-29

CITY OF CLYDE, OHIO

AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH OHM ADVISORS FOR CONSTRUCTION INSPECTION AND ADMINISTRATION FOR THE MAPLE AND RACE STREET IMPROVEMENT PROJECT.

BE IT RESOLVED by the Council of the City of Clyde, State of Ohio:

SECTION 1. That the City Manager be, and he is hereby authorized and directed to enter into an agreement with OHM Advisors (the "vendor") for construction inspection and administration services for the Maple and Race Street improvement project, for the amount of \$54,875.00, as per the attached quote.

SECTION 2. That the expenditure of funds be and the same is hereby appropriated and authorized to be expended from the Permanent Improvement Fund.

SECTION 3. This Council further authorizes the City Manager to execute any and all documents associated with this purchase, including change orders and/or additional work orders by either unit or agreed-upon pricing by the city and the vendor.

Adopted:

3-17-2026

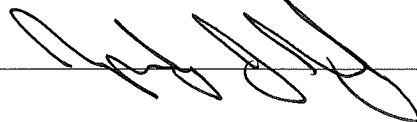
Authorized:

Day McAuldy

Attest:

Janet R. Dickman

Approved to form:





March 6, 2026

Mr. Paul Fiser
Safety Service Director
City of Clyde – Municipal
222 North Main Street
Clyde, OH 43410

RE: Proposal for Professional Services
SAN-CR179-0.84 Maple Street and Race Street Improvement Project, PID-117207
Construction Inspection and Construction Administration

Dear Mr. Fiser:

OHM Advisors (OHM) is pleased to submit this Proposal for Professional Services supporting the above-referenced project. Our proposal outlines the work efforts necessary to provide construction engineering services in accordance with the Ohio Department of Transportation's (ODOT) LPA Construction Contract Administration Manual.

Statement of Understanding

The project includes resurfacing and pedestrian improvements on Maple Street from Woodland Avenue to Mulberry Street and Race Street from Limerick Road to Maple Street in the City of Clyde, Sandusky County, with a project length of approximately 1.38 miles. The work will include resurfacing and pedestrian improvements, signal removals, new signage, enhanced crosswalks with RRFB's, curb ramps, striping, and other necessary related scope items.

Scope of Services

Our Scope of Services includes the tasks required to complete Construction Engineering for the project in accordance with ODOT's LPA Construction Contract Administration Manual. Specific tasks to complete this project are as follows:

Task 1 – Engineering During Construction

The following outlines the sub-tasks OHM will perform as part of the Construction Engineering for this project:

1. Prepare an agenda, schedule, PBOM, and host a pre-construction meeting with stakeholders, which may include City of Clyde and County officials, ODOT, utilities, and others. Prepare meeting minutes and distribute to attendees.
2. Monitor, evaluate, and provide administrative action for submittals (shop drawings, certifications, samples, etc.) and maintain records of request for information, requested changes, and shop drawing submittals for future reference.
3. Provide responses to field questions as needed from the contractor and document in files.
4. Review and make recommendations for payments on monthly progress payment requests submitted by contractor. Negotiate change orders with contractor if necessary and collect supporting documentation.
5. Based on field notes, prepare record drawings which will be provided to the City of Clyde in digital format.

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6. Perform progress meetings every month with Contractor, Sub-contractor(s), and Owner's Representative to review and coordinate questions/issues and coordinate construction schedule. Prepare and distribute meeting minutes and distribute to attendees. We assume there will be one (1) progress meeting associated with this project.
7. Coordinate/schedule with the City of Clyde's electrical department and sub-contracted material inspectors to ensure proper material installation and specifications are being followed.
8. Coordinate with the City of Clyde to perform a final site walk-through, prepare, and distribute a final punch list after Contractor has reached substantial completion. Once the Contractor has notified us of completion of punch-list, we will meet at the site to verify punch list items have been completed to the City's satisfaction. Once the project has been completed, we will issue a Final Project Completion Notice.

Deliverables

- ☒ Preconstruction Meeting Minutes
- ☒ Certificates of Substantial and Final Completion
- ☒ Record Drawings

Task 2 – Construction Observation

The following outlines the sub-tasks OHM will perform as part of the Construction Observation for this project:

1. Provide Construction Observation services not to exceed 230 hours.
2. Monitor and document materials, quantities, completed, and accepted.
3. Complete required EEO, Prevailing Wage, and DBE interviews/forms.
4. Coordinate extraction/gradation and density testing of asphalt concrete with an independent qualified testing firm provided by the city.
5. Coordinate air, slump, temperature, and compressive strength tests of concrete with an independent, qualified testing firm provided by the city.
6. Coordinate daily quantity usage with contractor.

Deliverables

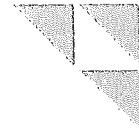
- ☒ Field reports
- ☒ Punch List

Additional As-Needed Services

Additional as-needed items may arise during construction 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 of Clyde agreeing to the extra work, and the budget allowance for this task will not be used without advanced authorization from the City of Clyde. OHM will prepare a Scope of Services and a budget for each item for approval by the City of Clyde before proceeding.

Schedule

We are prepared to commence work on this project upon receipt of your written authorization to proceed.



Compensation

OHM Advisors will provide the above-outlined professional services in accordance with the following fee schedule. Our professional services will be performed on an hourly basis and invoiced monthly based on billing rates table below.

Phase/Task	Cost
Task 1 – Engineering During Construction	\$ 20,375
Task 2 – Construction Observation	\$ 34,500
Total All Phases	\$ 54,875

The fee proposal above will be invoiced time and expense not to exceed the above fee.

Clarifications and Assumptions

Our Scope of Services 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 the City of Clyde. OHM Advisors will not proceed with additional services without written authorization to proceed from the City of Clyde.
- ☐ 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 the City of Clyde.

Client Responsibilities

- ☐ City of Clyde will provide a single point of contact to OHM Advisors who is knowledgeable about the project needs and desired outcomes.
- ☐ City of Clyde will provide a qualified material testing company for OHM to schedule testing through.
- ☐ City of Clyde will supply their own qualified Lighting and Power department (CL&P) to support all lighting/power/signalization needs for the project.
- ☐ City of Clyde 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, existing topography, access to structures, easements, and utility line information, utility availability, building information, etc.)

Additional Services

The following services are not included in our Compensation but may be desired. Fees for these services can be negotiated later if deemed necessary. Additional services that may be needed are as follows:

- ☐ Environmental Studies
- ☐ Construction Staking/Layout
- ☐ SWPPP Inspections
- ☐ Permitting
- ☐ Testing



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 collaborating with you on this project. This proposal is valid for 30 days. If you have any questions or comments, please contact me at Ron.Lajti@ohm-advisors.com or 567-318-6507.

Sincerely,

OHM Advisors

Ron, Lajti, PE, PS
Principal

March 6, 2026

Acceptance

City of Clyde

Mr. Paul Fiser, Safety Service Director

Attachments: Terms and Conditions
Standard Rate Schedule

cc: Russ Critelli, Principal, 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.

OHM ADVISORS 2026 HOURLY RATE SCHEDULE



Classification	Level				
	I	II	III	IV	V
Professional Engineer	\$167	\$179	\$194	\$214	\$224
Graduate Engineer	\$145	\$156	\$161	\$169	\$182
Architect/Interior Designer	\$115	\$150	\$175	\$210	\$230
Landscape Architect	\$132	\$142	\$156	\$172	\$188
Planner	\$120	\$141	\$167	\$182	\$193
Project Coordinator/Urban Designer	\$93	\$125	\$142	\$162	\$182
Design Technician	\$115	\$134	\$151	\$170	\$188
Technician	\$109	\$128	\$146	\$163	\$172
Project Specialist	\$138	\$175	\$205	\$229	\$250
Professional Surveyor	\$156	\$173	\$189	\$203	\$215
Surveyor	\$112	\$132	\$144	\$158	\$170

Classification	I	II	III
Administrative Support	\$89	\$110	\$135
Technical Aide	\$85	\$89	\$94
Subject Matter Expert	\$250	\$300	\$375

Classification	
Principal	\$247

Rates as reflected subject to review and adjustment on an annual basis.
2026 Public Rates 25-1028 (MI OH Public)