



ARCHITECTS. ENGINEERS. PLANNERS.

April 1, 2022

City of Ewart
200 S. Main Street
Ewart, MI 49631

Attention: Ms. Pepper Lockhart
City Manager

Regarding: River Road Rehabilitation
Design & Construction Engineering Services – **Revised (2nd Revision)**

Dear Ms. Lockhart:

Thank you for the opportunity to provide professional engineering services for the above referenced project. This is a second revision to our previously approved design engineering proposal, dated December 16, 2021. In response to city council's request, we offer this revision to include design and construction engineering services on two options that were provided for the River Road Improvements:

- Option #2 – Mill and Resurface River Road from US-10 to 7 Mile Road with 3” of HMA.
- Option #5 - Crush and Shape River Road from 7 Mile Road to W. Jefferson Street. Place chip-seal on the remaining segment of River Road from W. Jefferson Street to US-10, (chip-seal was not originally identified in Option #5 but is now being considered by the city).

Federal aid in the amount of \$219,000 has been appropriated thru the City's Rural Task Force for 2023 construction. It is our understanding that an additional \$196,000 in funding is available to the city through the American Rescue Plan Act (ARPA).

Our scope of services is summarized below.

SCOPE OF SERVICES

Design Engineering

Task 1 – Project Initiation / Field Work

Under this task, we will initiate the project and obtain necessary information to proceed with the design. Specific work efforts include:

- Prepare topographic survey to identify road rights-of-way and surface features within the project limits.
- Notify known utility agencies of the proposed work and verify locations of existing known utilities, including both public and private, within the project limits for conflicts and coordinate relocations if necessary.
- Coordinate with McDowell and Associates to obtain pavement cores along the project route. We anticipate six (2) pavement cores.

OHM Advisors

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AUBURN HILLS, MICHIGAN 48326

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Task 2 – Government Agency Clearances

- OHM will engage Commonwealth Heritage Group to prepare documents to obtain a State Historic Preservation Office (SHPO) review per Section 106 Requirements. As of July 1, 2020, all applications must be prepared by a federally qualified individual in Archaeology, Architectural History and History.
- Prepare documents to obtain National Environmental Policy Act (NEPA) approval.

Task 3 – Preliminary Plan Development

Under this task, develop preliminary geometrics for the project. The design will be developed in accordance with the current version of MDOT's Local Agency Programs Guidelines for Geometrics and AASHTO's A Policy on Geometric Design of Highways and Streets, 201. Preliminary Plans (GI plans) will be created. These plans will include input from several elements, including roadway geometrics, utility evaluation, traffic crash analysis, geotechnical evaluation, and special provisions. The Preliminary Plan Phase represents approximately 50% of the total design. Specific work efforts include:

- Review field information collected to identify any deficient areas in the existing geometrics.
- Complete a Crash Analysis per MDOT requirements.
- Develop pavement marking and signing plans within the affected influence of the project in accordance with MMUTCD requirements.
- Prepare typical roadway cross-sections for the project.
- Develop road plans in accordance with current AASHTO standards based on comments received from the City on base plans. Plans will be prepared using a scale of 1" = 30'.
- Detailed maintenance of traffic plans will be provided for the project. The maintenance of traffic plans will be developed in accordance with MDOT work zone safety and mobility guidelines.
- Create special provisions for all non-standard pay items in accordance with 2020 MDOT Standard Specifications for Construction and MDOT LAP guidelines.
- Compute preliminary quantities and develop the preliminary Engineer's Opinion of Probable Construction Cost.
- Evaluate and identify temporary grading easements required for the purposes of tying existing drive approaches into the proposed road elevation.
- Prepare proposed preliminary schedule for work including the construction start, substantial completion, and final completion dates.
- Submit Grade Inspection (G.I.) package including plans, project specifications, MDOT financial programming forms, and engineer's opinion of probable construction cost to MDOT Local Agency Programs for review.
- Coordinate and attend G.I. review meeting with MDOT and City representatives.

Task 4 – Final Plan Development

Based on comments received from the G.I. review, Final Plans will be created. Specific work efforts include:

- Finalize design plans based on comments obtained from the G.I. review meeting.
- Complete construction details.
- Finalize detailed grading.
- Submit final plans, project specifications, and an opinion of probable construction cost in MERL format to MDOT Local Agency Programs.



- Answer questions raised by contractors from MDOT during the bidding process.

Construction Engineering

Under this phase, the OHM team will provide oversight during the construction of the project. Specific work tasks would include the following:

Task 1 – Road / Sidewalk Ramp Staking

- Construction staking for curb radius and ramps at existing side streets.
- Construction staking of road profile between W. Jefferson and 7 Mile Road

Task 2 – Construction Observation / Testing

- Measurement, computation, and documentation of quantities;
- Reporting and record keeping
- Coordination with utilities and agencies;
- Inspection;
- SESC inspection;
- Review and monitor all traffic control devices
- Material Testing of concrete, aggregate and HMA. Density testing of trench backfill and pavement layers;

Task3 – Contract Administration

- As-needed site visits to review critical items, site conditions, progress and resolve contentious issues;
- Run scheduled progress meetings, both formal and onsite.
- Coordinate between construction contractors, subconsultants, and other public and private entities.
- Monitor project construction schedule.
- Coordinate material / laboratory testing.
- Communicate with the field technicians and office technician daily to review current items and outstanding issues.
- Facilitate preconstruction and progress meetings
- Coordinate and complete the final inspection and create / monitor a punch list of items that the Contractor needs to complete.
- Prepare pay estimates for review and approval by the city and contractor

COMPENSATION

The services outlined above for options #2 and #5 are summarized below. The city will be invoiced for services monthly. The estimated budget breakdown is as follows:

OPTION #2

Design Engineering

Task 1 - Project Initiation/Field Work	\$26,972
Task 2 – Government Agency Clearances	\$4,860
Task 3 – Preliminary Plan Development	\$15,500
<u>Task 4 – Final Plan Development</u>	<u>\$9,900</u>
Design Engineering Services Subtotal	\$57,232



Construction Engineering	
Task 1 – Construction Staking	\$9,620
Task 2 – Construction Observation*	\$60,000
Task 3 – Contract Administration	\$17,900
<u>Construction Engineering Services Subtotal</u>	\$87,520
OPTION #2 TOTAL FEE	\$144,752

**Construction observation budget assumes an 8-week schedule. Final construction observation fee would be based on the contractor's actual schedule.*

OPTION #5

Design Engineering	
Task 1 - Project Initiation/Field Work	\$16,836
Task 2 – Government Agency Clearances	\$4,860
Task 3 – Preliminary Plan Development	\$14,460
Task 4 – Final Plan Development	\$8,270
<u>Design Engineering Services Subtotal</u>	\$44,426

Construction Engineering	
Task 1 – Construction Staking	\$9,620
Task 2 – Construction Observation*	\$37,500
Task 3 – Contract Administration	\$15,400
<u>Construction Engineering Services Subtotal</u>	\$62,520
OPTION #5 TOTAL FEE	\$106,946

**Construction observation budget assumes a 5-week schedule. Final construction observation fee would be based on the contractor's actual schedule.*

SCHEDULE

We are prepared to begin the project upon receiving a signed authorization and will work with the City to meet a schedule that works within their timeframe. It is anticipated that plans will be prepared to meet MDOT bid letting in winter of 2023 (December-February), for construction in the summer of 2023.

COVID-19 Disclaimer

As we submit this proposal, the world is in the midst of the Covid-19 health crises, and we believe there is an increased risk for potential schedule impacts. The Time Schedule is based on operating in a normal environment. Our team, like the Client, is adjusting our workflow coordination and our teams are working remotely in an effective manner. However, be aware that schedule impacts from elements such as field services delays, required resource agencies, and key staff illness that neither OHM Advisors nor the Client have control over are more likely in the current environment. We will communicate proactively, clearly identify project issues as they arise, and work with the Client's staff to develop a plan to deal with unforeseen issues.

FURTHER CLARIFICATIONS AND ASSUMPTIONS

The above-listed scope of services was prepared with the following assumptions:

- The city will be responsible for all permit application fees and permit fees.
- No permanent right-of-way acquisition is anticipated. City will obtain temporary grading easements, if



- required.
- OHM will be pleased to provide any additional services for this project on an hourly basis. Services not included in this proposal:
 - a. Easement Acquisition
 - b. Environmental assessments or reports, drainage studies, or other environmental evaluations associated with potential contaminated soils.

Should you find this agreement acceptable, please execute both copies and return one copy to us for our files. We look forward to working with the city on another successful project. If you have any questions, please feel free to contact me at lou.fleury@ohm-advisors.com or (810) 429-8289.

Sincerely,
OHM Advisors

Lou Fleury, PE
Principal

Enclosure: Standard Terms and Conditions

City of Evert
River Road Rehabilitation – Engineering Design Services

Accepted By: _____

Printed Name: _____

Title: _____

Date: _____

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 Orchard, Hiltz & McCliment, Inc. (OHM ADVISORS), a registered Michigan Corporation, 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 Michigan 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.