



June 22, 2021

Downtown Development Authority
Village of Milford
1100 Atlantic Street
Milford, MI 48381

Attention: Ms. Ann Barnette

Regarding: **Commerce Road Modifications at Railroad Grade Separation**
Proposal for Final Professional Engineering Design Services

Dear Ms. Barnette:

OHM Advisors is pleased to submit this proposal for professional engineering services to prepare final design plans for road modifications on W. Commerce Road from Oak Street to N. Main Street. The focus of the project is to alter the road geometrics around the Railroad Grade Separation, allowing for maximum width pedestrian walkways on both sides of the road, as well as providing for an island that would separate the eastbound and westbound roadways while including landscaping improvements and traffic calming features. These improvements will allow access to additional parking that is currently underutilized due to the lack of accessibility.

PROJECT UNDERSTANDING

OHM Advisors (OHM) understands the Village desires to complete the design of Commerce Road at the railroad bridge. The project is to be locally funded and is assumed to not involve federal funding sources. Pedestrian facilities are also desired to be placed/maintained on both sides of the road. The improvement work is desired to be kept in the public right-of-way as much as possible with no impact to the existing railroad bridge. Final proposed geometrics are still required to be determined. With the shift of the eastbound roadway, the area between the two roads will be open for decorative plantings to be placed. OHM will develop a landscape plan as part of the final design package for bidding.

SCOPE OF SERVICES

Task 1 – Topographic Survey

OHM will provide full topographic survey, including set up control for construction staking for the project.

Task 2 - Pavement Cores/Soil Borings

OHM Advisors will coordinate with an outside geotechnical consultant, G2 Consulting, Inc. (G2), to obtain an adequate number of pavement cores and soil brings from Oak Street to N. Main Street. This will allow for the identification of both existing pavement depths and existing soil conditions in the project area. G2 is planning on drilling two (2) soil borings – one 10 feet deep, the other 5 feet deep – in the new eastbound roadway. Three (3) pavement cores will be taken along the westbound roadway to determine the thickness of the existing pavement.

Task 3 –Construction Plan Preparation

OHM will prepare Final Construction Plans for the selected layout once determined by the Village. This effort will include the following tasks:

- Preparation of final contract drawings (100% complete) for reconstruction of the eastbound lane of Commerce Road in areas where the new road geometrics leave the existing roadway footprint. This will also include rehabilitation of the existing Commerce Road pavement between Oak Street and the westerly



edge of pavement at N. Main Street. The rehabilitation of the existing road will consist of milling the existing asphalt pavement to a depth of 2 inches, providing any necessary repairs to the underlying pavement after milling (as needed), and providing one course of asphalt overlay. Any as-needed curb and gutter repairs will also be made on any curb sections to remain in place.

- Preparation of final design plans for the placement of new sidewalk along the north and south sides of the road, including connection to the existing sidewalk on the south side of the road, and extending to Oak Street on the north side of the street. Sidewalk shall also be placed from the north side sidewalk to the existing parking lot.
- Design plans for barrier walls on north and south sides at the back of sidewalk will also be prepared. These barrier walls will protect traffic, pedestrians, and bicyclists from the drop-off into the creek. This concrete barrier with pedestrian fence shall be designed to be vehicle crash worthy.
- Contact CSX Railroad to continue previously started coordination process.
- Prepare design plans to relocate the existing streetlights impacted by the new road and sidewalk geometrics.
- Preparation of landscaping plans for the newly created island area at the bridge column. Additional landscaping may be added behind the outside curb in island areas. This design work is budget dependent and is meant to stay below \$40,000 of the overall construction cost.
- Preparation of up to two (2) temporary easements for driveway construction is included. It is assumed the DDA will secure these easements from the impacted property owners. Any assistance needed from OHM will be provided on an hourly, as-needed basis under separate contract.
- Coordination of the inclusion of the culvert repair work (OHM designing under separate authorization) into the road bid contract documents. The final bid project will include both road and culvert work.
- Identification of the necessary permits for the project. OHM anticipates that a Soil Erosion and Sedimentation Control (SESC) permit from Oakland County will be needed for this work. If road drainage work requires permitting through the Michigan Department of Environment, Great Lakes, and Energy (EGLE), this will be included as part of the culvert permit process.
- Preparation of a final opinion of probable construction cost. It is anticipated that a breakdown of the work will be provided to both the DDA and the Village so each party can clearly understand their financial responsibilities.
- Preparation of a final contract bid book for the project which will include the culvert work.
- Attendance two (2) review meetings with the DDA, Village, and other stakeholders to review the plans, schedule, and cost estimate.

ASSUMPTIONS AND SERVICES NOT INCLUDED

The following assumptions are made as part of this proposal:

- ✦ This proposal is for design engineering only. The construction engineering services scope of work, including inspection, administration of the construction contract, etc., will be developed and provided under a separate proposal upon request from the Village once final plans and cost estimate are completed.
- ✦ It is assumed that public utilities (water or sanitary) will not require relocation, extension, and/or abandonment due to the project improvements. Any relocations resulting design work will can be added as an amendment to the authorization.
- ✦ It is assumed that the DDA/Village will be responsible for the following:
 - ✦ Securing temporary or permanent easements, including negotiation of said easements, due to construction impacts on private property.
 - ✦ Coordination with police and fire departments.
 - ✦ Coordinate and lead any public information initiative.
- ✦ Additional coordination with Railroad relating to work the Railroad may want to perform at same time as road project.



- Additional meetings or presentations, including public informational meetings, not listed under the scope of services outlined above.

SCHEDULE

OHM Advisors is prepared to begin work upon authorization. The following is a tentative schedule of the total project milestones along with anticipated dates for completion of those elements.

Final Engineering	
June 2021	Authorization
August 2021	Draft Final Road Plans Available for DDA/Village to Review
October 2021	Draft Final Road and Culvert Bid Documents for DDA/Village to Review
February 2022	Anticipated Permit Approval from EGLE
February/March 2022	Project Bid Letting
May 2022	Construction Begins

FEE SCHEDULE

The professional services outlined above will be performed on an hourly basis for a not-to-exceed fee of **\$59,300.00**. This amount is based on the scope and assumptions described above. The DDA will be invoiced on a monthly basis.

OHM Advisors will be pleased to provide any additional services for this project not specifically described in the scope of work presented above on a time and materials basis upon written authorization from the DDA.

ACCEPTANCE

This document, including any attached Exhibits, constitutes the entire Agreement between the Downtown Development Authority (DDA) and OHM Advisors and shall not be amended, altered, or changed except by written authorization executed by both parties.

Should you find our proposal acceptable, please execute a copy of the attached agreement and return a copy to us for our files.

We thank you for the opportunity to provide professional engineering services. Should there be any questions, please feel free to contact us at (734) 522-6711.

Sincerely,
OHM Advisors,

Matthew D. Parks, P.E.

Mark Loch, P.E.

Encl: Milford Standard Terms and Conditions



Village of Milford
Commerce Road Modifications at Railroad Grade Separation
Professional Engineering Design Services

Accepted by: Ann M. Barnette

Printed Name: Ann M. Barnette

Title: Executive Director, Milford Downtown Development Authority

Date: July 19, 2021

*Pursuant to the action taken on the July 15th DDA Board meeting; to direct the contract toward a 15mph road geometric that moves east of the Mill Pond Condos

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 Orchard, Hiltz & McCliment, Inc. (OHM), a registered Michigan Corporation, 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 and the Owner and said amendments must be in written form.

2. SERVICES TO BE PROVIDED – OHM 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:

- a) Provide OHM personnel with access to the work site to allow timely performance of the work required under this Agreement.
- b) Provide to OHM within a reasonable time frame, any and all data and information in the Owners possession as may be required by OHM 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 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's reasonable control.

5. COMPENSATION – The Owner shall pay OHM 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 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 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 shall include a charge at the rate of one percent per month from said thirtieth day.

7. STANDARD OF CARE – OHM 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.

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 Michigan will govern the validity of this Agreement, its interpretation and performance.

11. DOCUMENTS OF SERVICE – The Owner acknowledges OHM's 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, however, OHM 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. In accepting and utilizing any drawings or other data on any electronic media provided by OHM, 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 and will be corrected as part of OHM's 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 for all services rendered and all costs incurred up to the date of termination in accordance with compensation provisions in this Agreement.

13. OHM'S RIGHT TO SUSPEND ITS SERVICES – In the event that the Owner fails to pay OHM the amount shown on any invoice within 60 days of the date of the invoice, OHM 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's preparation of Opinions of Probable Cost represent OHM's best judgment as a design professional familiar with the industry. The Owner must recognize that OHM has no control over costs or the prices of labor, equipment or materials, or over the contractor's method of pricing. OHM 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, nor the presence of OHM or our employees and subconsultants 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 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 shall be indemnified and shall be made additional insureds under the General Contractors general liability insurance policy.

16. DISPUTE RESOLUTION – In the event of any dispute between the Parties arising out of or in connection with the Agreement or the services contemplated herein; the Parties agree to first make a good faith effort to resolve the dispute informally. Negotiations shall take place between the designated principals of each Party. If the parties are unable to resolve the dispute through negotiation within 45 days, then either party may give written notice within 10 days thereafter that it elects to proceed with non-binding mediation pursuant to the commercial mediation rules of the American Arbitration Association, or either party may submit the controversy to a court of competent jurisdiction.

Each party shall be responsible for its own costs and expenses including attorneys' fees and court costs incurred in the course of any dispute, mediation, or legal proceeding. The fees of the mediator and any filing fees shall be shared equally by the Parties.