



February 28, 2022

Village of Milford – Downtown Development Authority

1100 Atlantic Street
Milford, MI 48381

Attn: Ms. Ann Barnette, DDA Director

Regarding: **Oak Street – Road and Parking Lot Repairs**
Proposal for Professional Engineering Design Services

Dear Ms. Barnette:

OHM Advisors is pleased to submit this proposal for professional engineering services for the Oak Street – Road and Parking Lot Repair project. We have prepared the following project understanding and scope of services to be provided based on the previous discussions held with the Village Downtown Development Authority (DDA) Director.

PROJECT UNDERSTANDING

The Village for Milford DDA is looking to complete a rehabilitation project on Oak Street, from W. Commerce Street, north to the end of the road, along with an overlay on the adjacent parking lots east of Oak Street. The proposed improvements include a full depth mill and asphalt overlay on Oak Street and an asphalt overlay (cap) on the two (2) parking lots east of Oak Street. Due to soil contamination and associated restrictions, the adjacent parking lots are to be capped only.

SCOPE OF SERVICES

Preparation of Contract Documents

In order to prepare contract documents for this project, OHM Advisors will perform the following tasks:

- ▶ Conduct a condition survey (log) of the existing roadway and parking lot condition to be utilized in the preparation of contract documents and an engineer's estimate of probable construction costs.
 - This log information will include road and parking lot dimensions, locations, and conditions of structures within the pavement, pavement marking patterns, and existing conditions for paved surfaces, curb & gutter, shoulder, sidewalk, sidewalk ramps, and driveway apron conditions.
- ▶ Prepare construction plans and specifications for the contractor to quote.
- ▶ Prepare a bid form including all types of work and associated quantities.
- ▶ Prepare a final engineer's opinion of probable cost with an itemized list broken into two (2) categories for the Oak Street rehabilitation and the parking lot overlay.
- ▶ Produce two (2) copies of contract documents for the Downtown Development Authority (DDA), if necessary.

Evaluation of Quote

In order to evaluate the quote for this project, OHM Advisors will do the following:

- ▶ Coordinate with the local contractor chosen by the Village DDA to obtain a quote for the work to be performed.
- ▶ Provide a Recommendation of Award to the Village DDA for review and approval if prices come back favorably.

FEE SCHEDULE

OHM Advisors proposed to provide the above outlined professional services on a lump sum basis in the amount of **\$4,900.**



ADDITIONAL SERVICES

OHM Advisors will be pleased to provide any additional services for this project not specifically described in the scope of work above on a time and material basis.

SERVICES NOT INCLUDED

The following items are not included in the scope of services:

- ▶ Permit application preparation or permit fees.
- ▶ Modifications to road geometry.
- ▶ Pavement cores and/or geotechnical report.
- ▶ Topographical survey.
- ▶ Construction phase services – inspection, administration, etc.
- ▶ Additional meetings not listed under the scope of services.

ACCEPTANCE

This document, including any attached Exhibits, constitutes the entire Agreement between the Village of Milford Downtown Development Authority 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 design services. Should there be any questions, please feel free to contact us at (734) 522-6711.

Sincerely,
OHM Advisors,

Matthew D. Parks, P.E.

Encl: Standard Terms and Conditions

VILLAGE OF MILFORD – DOWNTOWN DEVELOPMENT AUTHORITY
Oak Street – Road and Parking Lot Repairs
Proposal for Professional Engineering Design Services

Accepted By: Ann M. Barnette
Printed Name: Ann Barnette
Title: Executive Director, Milford DDA
Date: 2/28/2022

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.