

PACKET SUPPLEMENT

Regular Council Meeting, Monday, April 23, 2018, 7:00 P.M.

Paul D. Bueche Municipal Building, 8083 Civic Drive Swartz Creek, Michigan 48473

✓ **PREVENTATIVE MAINTENANCE BID DOCUMENTS** *(Business Item)*

This report supple the street update within the April 23, 2018 city council packets. As follow up with the recommendation to proceed with preventative maintenance applications to specific streets, I requested a proposal from OHM Advisors to objectively document the specification and execute a bidding and contractor underwriting process. The resulting proposal is attached. Should the council opt to proceed, the following resolution will engage their services.

Resolution No. 180423-8G

RESOLUTION TO APPROVE BID DOCUMENTS FOR ROAD PREVENTATIVE MAINTENANCE PROJECTS

Motion by Councilmember: _____

WHEREAS, the City of Swartz Creek owns, operates, and maintains a system of streets, and

WHEREAS, the there is a twenty year asset management plan that guides investment of various degrees for streets in various states of deterioration, and

WHEREAS, the principles of asset management encourage minimal investment during early stages of deterioration as a method to reduce future maintenance and replacement costs, and

WHEREAS, the city engineer and staff have identified streets that would benefit from crack sealing as a surface preventative maintenance treatment, and

WHEREAS, OHM Advisors, functioning as the city’s engineer, delivered a proposal, dated April 20, 2018 to provide specification and bidding document services related to said treatments.

NOW, THEREFORE BE IT RESOLVED that the City of Swartz Creek City Council accepts the proposal from OHM Advisors in the amount of \$2,138 for the noted services.

BE IT FURTHER RESOLVED that the City of Swartz Creek directs the Treasurer to apportion expenses from the major and local street funds as appropriate.

BE IT FURTHER RESOLVED, that the City Council directs the Mayor to execute said proposal on behalf of the city.

Second by Councilmember: _____

Voting For: _____

Voting Against: _____



April 20, 2018

Adam Zettel, AICP
City Manager
City of Swartz Creek
8083 Civic Drive
Swartz Creek, Michigan 48473

**RE: Professional Services Proposal
Preventative Maintenance Bidding Document**

Dear Mr. Zettel:

OHM would like to commend the City for taking a proactive approach to preserving the City street system. We sincerely appreciate the opportunity to submit a proposal to provide professional services to the City of Swartz Creek.

PROJECT UNDERSTANDING

We have met with you and the DPW Director and understand the City would like to create a bid document to perform crack sealing at several locations throughout the City. The project will be advertised for contractor bidding and the schedule will require the work to be completed this year.

SCOPE OF SERVICES

Our scope of professional services includes the following tasks:

- ▶ Develop contract bid package including technical specifications, locations maps, schedule requirements, agreement and supplemental conditions
- ▶ Administer the bidding process including advertisement, responding to contractor questions during bidding, issue addenda as necessary, bid opening, bid tabulation, and contractor recommendation
- ▶ Assist the City staff with execution of contracts
- ▶ Facilitate the preconstruction meeting with the City staff, the contractor, prepare meeting minutes, and distribute to all attendees

COMPENSATION AND SCHEDULE

The above mentioned services will be performed on a time and expense basis in accordance with the enclosed *Standard Terms and Conditions* for the not to exceed amount of \$2,138.00.

We understand time is of the essence and are prepared to begin as soon as we are authorized to proceed. Should you have any questions regarding this proposal please feel free to call me at 810.396.4015.

Sincerely,
OHM Advisors

A handwritten signature in blue ink, appearing to read "A. J. Harris".

Andrew J. Harris, PE

OHM Advisors

G3101 W. BRISTOL ROAD
FLINT, MICHIGAN 48507

Cityou Council Packet Supplement

T 810.396.4015
F 734.522.6427

OHM-Advisors.com

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April 23, 2018



**City of Swartz Creek
Preventative Maintenance Bidding Document
Professional Services**

Accepted By: _____

Title: _____

Date: _____

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 ADVISORS), 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 ADVISORS and the Owner and said amendments must be in written form.

2. SERVICES TO BE PROVIDED – OHM ADVISORS 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 ADVISORS:

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

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

7. LIMIT OF LIABILITY – OHM ADVISORS 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. To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability in the aggregate, of OHM ADVISORS and its Officers, Directors, Partners, employees, agents, and subconsultants, and any of them, to the Owner and anyone claiming by, through or under the Owner, for any and all claims, losses, costs or damages of any nature whatsoever arises out of, resulting from or in any way related to the project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract or warranty, express or implied, of OHM ADVISORS or OHM ADVISORS' Officers, Directors, employees, agents or subconsultants, or any of them shall not exceed the amount of \$25,000 or OHM ADVISORS fee, whichever is greater.

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 acknowledge OHM ADVISORS' 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 ADVISORS, however, OHM ADVISORS 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 ADVISORS. In accepting and utilizing any drawings or other data on any electronic media provided by OHM ADVISORS, 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 ADVISORS and will be corrected as part of OHM ADVISORS' 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 ADVISORS for all services rendered and all costs incurred up to the date of termination in accordance with compensation provisions in this Agreement.

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

16. DISPUTE RESOLUTION – In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the Owner and OHM ADVISORS 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.