

January 31, 2024

Keith Depp
Project Engineer
City of Rochester Hills
1000 Rochester Hills Drive
Rochester Hills, MI 48309

RE: Proposal for Construction Engineering Services – Barclay Circle Road Rehabilitation, Rochester Road to Auburn Road – City File Number E23-004

Dear Mr. Depp,

OHM Advisors is pleased to submit this proposal for construction engineering, contract administration, inspection, and construction staking for the Barclay Circle Rehabilitation Project.

We thank you for this opportunity to provide professional engineering services. Please do not hesitate to contact us if you have questions. Should you find our proposal acceptable, please execute the agreement below and return a copy to us for our files.

SCOPE OF SERVICES

Our Scope of Services for this work will be completed as two tasks:

Construction Phase Services

1. **Construction Stakeout Services** during the construction phase OHM will perform the required staking for line and elevation of specific contract items such relating to roadway construction elements, curb and gutter, subgrade line and grade, and sidewalk construction. Specific tasks shall include:
 - a. Work elements will include:
 - i. Horizontal Control
 - ii. Vertical Control
 - iii. Control Adjustment
 - iv. Intermittent verification of existing conditions
 - v. Alignment
 - vi. Data Management
 - vii. Staking and one time re-staking
 - viii. Quality Assurance/Quality Control (QA/QC)
 - ix. One-time staking and grading for the following would be provided for the project:
 1. Curb and gutter layout
 2. Storm sewer layout
 3. Sidewalk and sidewalk ramp installations.



4. Subgrade and Base layout
 - x. Offset distances for staking to be determined by Contractor at the time of construction.
 - xi. Horizontal Control will include the verification of existing control and the establishment of control points, as needed, by a combination of:
 1. Real Time Kinematic GPS (using MDOT specifications)
 2. Robotic Total Station
 - b. Coordinates for the project will be based on the design coordinate system used for the project that was coordinated at the time of the design.
 - c. Vertical Control will be established based on Benchmark information shown on the plans.
 - d. Frequency of staking and offsets will be discussed with the contractor.
 - i. We assume all items will be staked once, and contractor is responsible for protection. Re-staking charges may apply, if required.
2. **Contract Administration Services** includes the preparation of monthly pay estimates based on quantities provided with the construction daily reports. It shall include assistance to the City's Project Manager in the resolution of claims and/or contract document interpretation. It shall also include project closeout consisting of final pay estimate preparation, obtaining closeout documents required from the contractor and a balancing contract modification reflecting all increases, decreases, credits and/or extras to the Contract. OHM work with the Contractor and City to perform project closeout.
3. **Construction Engineering Services** shall generally consist of supervision of OHM's Field staff to provide appropriate project staffing and project documentation, manage shop drawing review process, resolution of construction issues/problems which may arise, review and recommendations to the City regarding claims from the contractor(s) and advise the City in the preparation of change orders if required, prompt complaint resolution, review of project progress for compliance with approved schedule and recommendations to the City for penalties and/or changes in the time of completion of projects. A detailed description of these services is as follow:
- a. OHM will assign a Project Engineer to the project who will work, day to day, with the contractor and City, resolving issues noted above.
 - b. Attend Progress Meetings as required to carry out the Services or as required by the City.
 - c. Keep daily diaries, sketches, logs, and records consistent with City/MDOT practices as may be needed to record the Contractor's progress.
 - d. Represent the City as the Project Engineer on claims for extra compensation and denied extensions of time requests filed on behalf of the Construction Contractor and/or Subcontractor on the Project against the City.
 - e. Materials Testing will be performed by the City's testing consultant (TEC) and will not work directly for OHM.
 - f. OHM will utilize the Constant Contact App to efficiently communicate with those that choose to sign up to provide weekly updates of the construction progress. These communication will



not replace the need to communicate with individual property owners on access issues to their properties during construction, especially during Stage 1.

4. **Construction Inspection/Observation Services** shall consist of full time inspection of the work progress by the contractor(s) on days when work is performed to monitor progress and compliance of the work with the plans and specifications.
 - a. OHM will assign a sufficient number of qualified and experienced technicians to this Project to perform the Services in a quality manner to avoid any delay to the Construction Contractor. Personnel performing inspection on Portland cement, and aggregate will have the appropriate certification level for the inspection that is being performed.
 - b. Daily field reports (IDR's) will be prepared by OHM (electronically) documenting pay item quantities, contractor man-hours, equipment and the general work progress for the day.
 - c. Measure and compute quantities, and provide appropriate documentation of materials incorporated in the work and items of work completed.
 - d. Track insufficient tested materials and notify the City as needed.
 - e. OHM will answer business' and residents' questions and attempt to resolve complaints on a daily basis, which may arise during the course of construction.
 - f. Provide inspection of Contractor field construction work, and confirm substantial conformance with the Specifications, Plans, and Proposal. Arrange for non-compliant work to be made whole by the Contractor or to find the non-compliant work acceptable to the OHM and, where necessary, to the City. Inform the City of non-compliant work and trends toward borderline compliance.
 - g. Complete a final inspection of work included in the Project, or such portions thereof eligible for acceptance, after notification by the Contractor that the work is completed or after the OHM'S records show the work is completed. The final inspection shall include notifying the Contractor in writing of particular defects to be remedied if work is not acceptable to the OHM.
 - h. Ascertain that the Project has been performed in accordance with the plans and specifications, or such modifications thereof as may have been approved, and accept the Project. Participate in a final walk thru as required, in coordination with the City.

COMPENSATION AND SCHEDULE

OHM Advisors will perform the outlined services above based on hourly not to exceed on the following basis:

Total: Hourly (not to exceed) \$ 400,000

All costs are included, and no reimbursable expenses are expected.

OHM services for construction engineering are based on all work following the Progress Clause in the construction project documents. Construction work is anticipated to start in early May, 2024, all work is



anticipated to be completed by October 11, 2024, and final completion of restoration by May 26, 2025. This schedule is dependent on the contractor fulfilling their obligations. Delays in the schedule due to the contractor is an acceptable reason for the increase in fee for OHM. If the City requests significant modifications or changes to the general scope, extent or character of the Project, the time of performance of the services shall be adjusted equitably. This schedule is contingent upon the timeliness of the Contractor. Unforeseen conditions or circumstances that may arise.

ASSUMPTIONS, EXCLUSIONS & CITY RESPONSIBILITIES

OHM Advisors is prepared to complete the work as outlined above per our understanding of the project, which includes the following assumptions, exclusions and identified City responsibilities.

- Main City point of contact will be Mr. Keith Depp.
- The City will attend progress meetings and provide timely direction on issues that develop during the progression of construction.
- The City will assist with public notification of the project and be available to meet with business and/or property owners as issues arise.
- The City will obtain all required grading permits or easements (if necessary) for the project.

CONCLUSION

Work will be done in accordance with the terms and conditions of the current Continuing Services Agreement between OHM and the City.

Thank you for giving us the opportunity to be of service. We look forward to working with you on this project.

Sincerely,
OHM Advisors



Rhett Gronevelt, Principal



Mark Loch, Project Manager

cc: Bill Fritz, PE, Director - Department of Public Services, City of Rochester Hills

CITY OF ROCHESTER HILLS

Recommended:

BY: _____
Paul Davis PE, Deputy Director of Public Services

_____ Date

Approved:

BY: _____
Bryan K. Barnett, Mayor

_____ Date