

SPECIAL TRUNKLINE  
NON ACT-51  
ADDED WORK

DAB  
Control Section        STH 63132  
Job Number            106055  
Federal Item            RR 6885  
Federal Project        STP 0963(214)  
Contract                09-5369

THIS CONTRACT is made and entered into this date of \_\_\_\_\_, by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the CITY OF ROCHESTER HILLS, a Michigan municipal corporation, hereinafter referred to as the "CITY"; for the purpose of fixing the rights and obligations of the parties in agreeing to funding participation in conjunction with the DEPARTMENT'S traffic study on Highway M-150, within the corporate limits of the CITY.

WITNESSETH:

WHEREAS, the CITY has requested a traffic study be performed along Highway M-150, which is hereinafter referred to as the "PROJECT" and is located and described as follows:

The preparation of a traffic safety audit to develop a prioritized list of economical and feasible safety mitigation measures along Highway M-150 between South Boulevard and Avon Road; together with necessary related work, located within the corporate limits of the CITY; and

WHEREAS, the DEPARTMENT presently estimates the PROJECT COST as hereinafter defined in Section 1 to be: \$50,000; and

WHEREAS, the parties hereto have reached an understanding with each other regarding the performance of the PROJECT work and desire to set forth this understanding in the form of a written agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual undertakings of the parties and in conformity with applicable law, it is agreed:

1. The parties shall undertake and complete the construction of the PROJECT in accordance with this contract. The term "PROJECT COST", as herein used, is hereby defined as the cost of the PROJECT, and any and all other expenses in connection with any of the above.

2. The CITY will approve the PROJECT and shall accept full responsibility with respect to the PROJECT functioning as a part of the CITY'S requirements. Any approvals by the DEPARTMENT are for its own purposes and are not to nor do they relieve the CITY of liability for any claims, causes of action or judgments arising from the PROJECT.

3. The DEPARTMENT will administer the PROJECT and will cause to be performed all the PROJECT work.

Any items of PROJECT COST incurred by the DEPARTMENT may be charged to the PROJECT.

4. The PROJECT COST shall be based on actual costs estimated at \$50,000. A fixed amount of \$25,000 shall be charged to and paid by the CITY. The remainder of the PROJECT COST, estimated at \$25,000, shall be paid in the ratio of 80 percent by agencies of the federal government and 20 percent by the DEPARTMENT.

5. In order to fulfill the obligations assumed by the CITY under the provisions of this contract, the CITY shall make prompt payment of the PROJECT COST upon billing from the DEPARTMENT as herein provided. Payment will be made within 30 days of receipt of billing from the DEPARTMENT.

6. The DEPARTMENT shall maintain and keep accurate records and accounts relative to the cost of the PROJECT. Upon completion of the PROJECT and execution of this contract, the DEPARTMENT shall make a final billing and accounting to the CITY.

7. Pursuant to the authority granted by law, the CITY hereby irrevocably pledges a sufficient amount of funds received by it from the Michigan Transportation Fund to meet its obligations as specified herein. If the CITY shall fail to make any of its required payments when due, as specified herein, the DEPARTMENT shall immediately notify the CITY and the State Treasurer of the State of Michigan or such other state officer or agency having charge and control over disbursement of the Michigan Transportation Fund, pursuant to law, of the fact of such default and the amount thereof, and, if such default is not cured by payment within ten (10) days, said State Treasurer or other state officer or agency is then authorized and directed to withhold from the first of such monies thereafter allocated by law to the CITY from the Michigan Transportation Fund sufficient monies to remove the default, and to credit the CITY with payment thereof, and to notify the CITY in writing of such fact.

8. Any and all approvals of, reviews of, and recommendations regarding contracts, agreements, permits, plans, specifications, or documents, of any nature, or any inspections of work by the DEPARTMENT pursuant to the terms of this contract are done to assist the CITY. Such approvals, reviews, inspections and recommendations by the DEPARTMENT shall not relieve the CITY of its ultimate control and shall not be construed as a warranty of their propriety or that the DEPARTMENT is assuming any liability, control or jurisdiction.

When providing approvals, reviews and recommendations under this contract, the DEPARTMENT is performing a governmental function, as that term is defined in MCL 691.1401; MSA 3.996(101), which is incidental to the completion of the PROJECT.

9. In connection with the performance of PROJECT work under this contract the parties hereto (hereinafter in Appendix "A" referred to as the "contractor") agree to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts", as set forth in Appendix "A", attached hereto and made a part hereof. The parties further covenant that they will comply with the Civil Rights Acts of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d and 2000a - 2000h-6 and the Regulations of the Department of Transportation (49 C.F.R. Part 21) issued pursuant to said Act, including Appendix "B" attached hereto and made a part hereof, and will require similar covenants on the part of contractor or subcontractor employed in the performance of this contract.

10. This contract shall become binding on the parties hereto and of full force and effect upon the signing thereof by the duly authorized officials for the CITY and for the DEPARTMENT; upon the adoption of a resolution approving said contract and authorizing the signatures thereto of the respective officials of the CITY, a certified copy of which resolution shall be attached to this contract; and with approval by the State Administrative CITY.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed the day and year first above written.

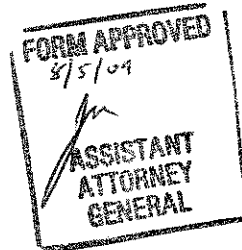
CITY OF ROCHESTER HILLS

MICHIGAN DEPARTMENT  
OF TRANSPORTATION

By \_\_\_\_\_  
Title: Mayor

By \_\_\_\_\_  
Department Director MDOT

By \_\_\_\_\_  
Title: Clerk



APPENDIX B

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor shall comply with the Regulations relative to nondiscrimination in Federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 27, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or natural origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Michigan Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the Michigan Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Michigan Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
  - (a) Withholding of payments to the contractor under the contract until the contractor complies, and/or
  - (b) Cancellation, termination, or suspension of the contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs 1 through 6 of every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Michigan Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for non-compliance; provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Michigan Department of Transportation to enter into such litigation to protect the interests of the State, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**APPENDIX A  
PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS**

In connection with the performance of work under this contract; the contractor agrees as follows:

1. In accordance with Act No. 453, Public Acts of 1976, the contractor hereby agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or as a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, or marital status. Further, in accordance with Act No. 220, Public Acts of 1976 as amended by Act No. 478, Public Acts of 1980 the contractor hereby agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants shall be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
3. The contractor will take affirmative action to insure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status or a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The contractor or his collective bargaining representative will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the contractor's commitments under this appendix.
6. The contractor will comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission which may be in effect prior to the taking of bids for any individual state project.
7. The contractor will furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission, said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor as well as the contractor himself, and said contractor will permit access to his books, records, and accounts by the Michigan Civil Rights Commission and/or its agent, for purposes of investigation to ascertain compliance with this contract and relevant with rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this agreement, the Civil Rights Commission may, as part of its order based upon such findings, certify said findings to the Administrative Board of the State of Michigan, which Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, and including the governing boards of institutions of higher education, until the contractor complies with said order of the Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Civil Rights Commission to participate in such proceedings.
9. The contractor will include, or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by the rules, regulations or orders of the Michigan Civil Rights Commission, and will provide in every subcontract or purchase order that said provisions will be binding upon each subcontractor or seller.

March, 1998

**Michigan Department of Transportation**

**SCOPE OF SERVICE  
FOR  
TRAFFIC AND SAFETY SERVICES**

**CONTROL SECTION(S):** 63132, 63131

**JOB NUMBER(S):** 106055

**PROJECT LOCATION:**

The project is located on M-150 (Rochester Road) from South Boulevard to Avon Road in the city of Rochester Hills, Oakland County.

**PROJECT DESCRIPTION:**

Work involves a road safety audit on M-150 (Rochester Road) from South Boulevard to Avon Road in the city of Rochester Hills, Oakland County. It is the intent of this project to develop a prioritized list of safety mitigation measures that will improve safety along Rochester Road. The concept of a road safety audit was developed from the city of Rochester Hills Master Thoroughfare Plan that identified several intersections along Rochester Road as having above average crash rates. Based on the road safety audit, the partner agencies will work together to improve safety and traffic operations along Rochester Road in the city of Rochester Hills.

**ANTICIPATED SERVICE START DATE:** 12/4/2009

**ANTICIPATED SERVICE COMPLETION DATE:** 12/3/2010

**PRIMARY PREQUALIFICATION CLASSIFICATION(S):**

Safety Studies

**SECONDARY PREQUALIFICATION CLASSIFICATION(S):**

Traffic Capacity Analysis and Geometric Studies

**DBE REQUIREMENT:** 5%

**MDOT PROJECT MANAGER:**

Lori Swanson, P.E.

Cost and Scheduling Engineer

Oakland TSC

800 Vanguard Drive

Pontiac, Michigan 48341

Phone 248-451-2456

Fax 248-451-0125

[swansonl@michigan.gov](mailto:swansonl@michigan.gov)

## **REQUIRED MDOT GUIDELINES AND STANDARDS:**

Work shall conform to current MDOT, FHWA, and AASHTO practices, guidelines, policies, and standards (i.e., Road Design Manual, Standard Plans, Drainage Manual, Roadside Design Guide, A Policy on Geometric Design of Highways and Streets, Michigan Manual of Uniform Traffic Control Devices, etc.).

Consultant is required to use MDOT's current version of Bentley MicroStation for CADD applications. Consultant shall comply with all MDOT CADD standards and file naming conventions.

## **CONSULTANT RESPONSIBILITIES:**

### **TASK 1- COLLECT AND REVIEW DATA AND INFORMATION**

The Consultant should review, process, and organize available information. Available information includes traffic volume data, most recent 3 years of crash data (7 years if there is a fatality), geometric information, base and as-built drawings, aerial photos, photo log, policies, reports, and other relevant documents. Geometric information may include intersection lane assignments, radii of corners at intersections, turn lane storage and taper lengths, etc.

### **TASK 2- START UP MEETING**

The Consultant shall prepare for and attend a Start up Meeting with the Project Team to discuss the project background, and to exchange information. The Project Team should include representatives from MDOT, the city of Rochester Hills, Road Commission for Oakland County (RCOC), and the Consultant team members.

Deliverables for this task will include:

1. A memorandum summarizing the results of the start up meeting

### **TASK 3- FIELD REVIEW**

The Consultant shall conduct a field review to observe existing conditions at each intersection. At each intersection, the Consultant should conduct drive-through, walk the site, observe traffic operations, record geometric, roadside and operational features that affect safety performance, and create a photo log of the intersection. During site visits, the Consultant should observe existing road user characteristics and traffic conflicts. The Consultant should observe driver behavior, traffic mix, surrounding land uses (including traffic and non motorized generators), and link points to the adjacent transportation network along the study corridor.

The Consultant should be equipped with appropriate Personal Protection Equipment as required by MDOT and MiOSHA during all site visits. The Consultant should formulate the Problems and Issues and possible Solution Options for each site during the course of the site visit.



## **TASK 4- STAKEHOLDER DISCUSSIONS**

The Consultant should conduct a Stakeholder Meeting prior to the site visits. The Project Team will identify the appropriate stakeholders to be included in the meeting.

The stakeholders may be asked the following:

- What do they know locally and from first hand knowledge about the site?
- Is the site locally perceived as a high risk location?
- Details of any specific incidents or crashes that the stakeholders are aware of, as well as non-reported incidents and near misses.
- What road safety problems and issues have been previously identified or discussed?
- What safety solutions have been (or should be) considered?
- The local context of the site, including constraints and opportunities for improvement.

The comments and input received from the Stakeholders should be summarized and distributed to the Project Team for further discussion.

## **TASK 5- IDENTIFICATION OF SAFETY ISSUES**

The results of the start up meeting, field reviews, and stakeholder discussions should be used to prepare the Identification of Safety Issues for each site. The safety issues will be categorized as follows:

- Geometric: for example, horizontal alignment, vertical alignment, cross section, non-motorized facilities,
- Operational: for example, congestion, queuing, traffic control,
- Roadside: for example, clear zone, access management, fixed objects, and
- Environmental: for example, severe winter weather conditions, lighting, sun glare.

In some cases, a combination of factors may result in more pronounced problems and issues, and the Consultant should identify combinations that are contributing to the cause of crashes. The Consultant should clearly relate each identified issue to recorded crash patterns and/or observed risks. The safety issues should be summarized for each site, with appropriate supporting information, and formulated into a presentation for review and discussion with the Project Team.

## **TASK 6- MEETING TO PRESENT SAFETY ISSUES AND RECOMMENDATIONS**

The Consultant should prepare for and attend a meeting with the Project Team to present the issues and recommendations to the Project Team. This meeting will provide a forum to start discussions about additional or alternative mitigation measures with the Consultant.

Deliverables for this task will include:

1. A technical memorandum and presentation summarizing the preliminary findings and recommendations.

## **TASK 7- EVALUATION OF SAFETY RECOMMENDATIONS**

The Consultant will evaluate the safety recommendations that were generated in Tasks 5 and 6. The following evaluation criteria should be used:

- Safety effectiveness, including the potential reduction in collisions by severity level,
- Impact on Traffic Efficiency (all relevant modes),
- Impact on land right-of-way and any existing residences and businesses,
- Order of Magnitude of Costs,
- Feasibility and Constructability, and
- Benefit Cost Analysis and/or Time of Return analysis.

The Project Team will develop and select other evaluation criteria as needed. Evaluation methods should mainly be numeric and quantitative. Traffic operations at each intersection should be evaluated using Synchro 7. The results for each site should be presented in tabular form for review and discussion.

## **TASK 8- RECOMMENDATIONS AND PRIORITIZATION**

The Consultant should develop a list of short, medium, and long term recommendations for each of the intersections along the study corridor. The results should be prioritized and should take into account the following:

- The expected safety benefit: higher benefits will be prioritized higher.
- Potential for quick implementation: recommendations that can be implemented quickly will be prioritized higher.
- Economic Analysis Results: recommendations with higher expected life cycle TOR will be prioritized higher.
- Current safety risks: recommendations that address more apparent and higher existing safety risks (for example, a higher potential of high severity crashes) will be prioritized higher.

## **TASK 9- FINAL REPORT**

The Consultant should prepare a draft report documenting the results of the M-150 Road Safety Audit (RSA). The Consultant should present the findings of the draft to the Project Team. The main contents of the report will be a listing and description of the safety issues identified (illustrated using graphics, site-visit photographs and the design drawings) with recommendations for safety improvements. The report will include one completed Highway Safety Improvement Program (HSIP) application. Following the receipt of comments from the Project Team a final report will be prepared.

Deliverables for this task will include:

1. Draft RSA report
2. Final RSA report

**SCHEDULE:**

<b>Task Description</b>	<b>Expected Completion Date</b>
Task 1: Collection and Review of Available Information	December 2009
Task 2: Start-up Meeting	December 2009
Task 3: Field Review	January 2010
Task 4: Stakeholder Discussions	January or February 2010
Task 5: Identification of Safety Issues	March 2010
Task 6: Safety Issues and Recommendations Meeting	April 2010
Task 7: Evaluation of Safety Recommendations	May 2010
Task 9: Recommendations and Prioritization	June 2010
Task 10: Report	July 2010

**CONSULTANT PAYMENT – Actual Cost Plus Fixed Fee:**

Compensation for this project shall be on an **actual cost plus fixed fee** basis. This basis of payment typically includes an estimate of labor hours by classification or employee, hourly labor rates, applied overhead, other direct costs, subConsultant costs, and applied fixed fee.

All billings for services must be directed to the Department and follow the current guidelines. The latest copy of the "Professional Engineering Service Reimbursement Guidelines for Bureau of Highways" is available on MDOT's website. This document contains instructions and forms that must be followed and used for billing. Payment may be delayed or decreased if the instructions are not followed.

Payment to the Consultant for services rendered shall not exceed the maximum amount unless an increase is approved in accordance with the contract with the Consultant. Typically, billings must be submitted within 60 days after the completion of services for the current billing. The final billing must be received within 60 days of the completion of services. Refer to your contract for your specific contract terms.

Direct expenses, if applicable, will not be paid in excess of that allowed by the Department for its own employees in accordance with the State of Michigan's Standardized Travel Regulations. Supporting documentation must be submitted with the billing for all eligible expenses on the project in accordance with the Reimbursement Guidelines. The only hours that will be considered allowable charges for this contract are those that are directly attributable to the activities of this project.

The use of overtime hours is not acceptable unless prior written approval is granted by the MDOT Region Engineer/Bureau Director and the MDOT Project Manager. Reimbursement for overtime hours that are allowed will be limited to time spent on this project in excess of forty hours per person per week. Any variations to this rule should be included in the priced proposal submitted by the Consultant and must have prior written approval by the MDOT Region Engineer/Bureau Director and the MDOT Project Manager.

The fixed fee for profit allowed for this project is 11.0% of the cost of direct labor and overhead.