

MONROE COUNTY ROAD COMMISSION
AGREEMENT
ENGINEERING DESIGN SERVICES
OSTRANDER ROAD BRIDGE AT MACON DRAIN

THIS AGREEMENT, is made and entered into this _____ day of _____, 2016, by and between the BOARD OF COUNTY ROAD COMMISSIONERS OF THE COUNTY OF MONROE, Michigan, a municipal corporation, hereinafter called the "BOARD", and _____ hereinafter called the "CONSULTANT".

WITNESSETH:

WHEREAS, the BOARD desires to engage the professional services and assistance of the CONSULTANT in undertaking the preparation of construction plans, specifications, documents and other related work, said work to be hereinafter referred to as the "SERVICES" required in connection with the construction of the following road improvements, said improvements to be hereinafter referred to as the "PROJECT".

Ostrander Road Bridge at Macon Drain Bridge Preservation, Milan Township, Monroe County, Michigan;
and

WHEREAS, the CONSULTANT is a firm of Consulting Engineers, whose principals are licensed to practice in the State of Michigan as follows:

_____ P.E., Professional Engineer, Reg. No.: _____

WHEREAS, the BOARD has programmed the PROJECT with the Michigan Department of Transportation, hereinafter referred to as the "MDOT", for construction with the use of Local Bridge Program funds; and

WHEREAS, the CONSULTANT is willing to render the SERVICES desired by the BOARD for consideration hereinafter expressed; and

WHEREAS, the parties hereto have reached an understanding as to the scope of the work and the performance of the SERVICES on the PROJECT and desire to set forth this understanding in the form of a written AGREEMENT;

NOW, THEREFORE, in consideration of the mutual undertaking of the parties hereto and these premises, it is agreed that the CONSULTANT will prepare detailed construction plans for the PROJECT.

SCOPE OF REQUIRED SERVICES:

GENERAL INFORMATION

Consultant must furnish all services and labor necessary to provide and complete the engineering design services described herein. Consultant must also furnish all materials, equipment, supplies, and incidentals necessary to perform the services (other than those designated in writing to be furnished by MCRC).

- A. Consultant's principal contact with MCRC must be through the designated Project Manager.
- B. Work shall conform to current MDOT, FHWA, and AASHTO practices, guidelines, policies, and standards (Bridge Design Manual, Bridge Analysis Guide, Road Design Manual, Sample Plans,

Standard Plans, Published MDOT Design Advisories, Michigan Manual of Uniform Traffic Control Devices, etc.).

MCRC RESPONSIBILITIES

- A. Furnish pertinent reference materials. Furnish past plans of the area if available, current average daily traffic counts and vehicle classifications, previous bridge safety inspections and load rating calculations.

CONSULTANT RESPONSIBILITIES

- A. Meet with MCRC Project Manager to review project, location of data sources and contact persons, and review relevant MCRC operations. Consultant shall review and clarify project issues, data needs and availability, and the sequence of events and team meetings that are essential to complete the design by the project plan completion date. Attention shall be given to critical target dates that may require a large lead time, such as TS&L submittal requirements, GI submittal requirements, utility conflict resolution; local agency programs meetings, etc.
- B. Perform detailed bridge inspection and current load rating of the existing structure to determine any need for strengthening of the structure as part of the preservation work and determine final, as designed, load rating and overload class.
 - a. Load rating, by rating factor, to be performed with the current version AASHTO Bridge Rating software, using the bridge exchange file provided by the MCRC.
 - b. Input; in service safety inspection, load rating assumption and summary data directly into MDOT's MiBridge application.
- C. Perform all site survey work for design and plan preparation necessary to complete the scope of the proposed project.
- D. Act as liaison between MCRC and Michigan Department of Environmental Quality (MDEQ) and Monroe County Drain Commissioner (MCDC) to obtain any permits which may be required to complete the proposed scope of work.
 - a. If required, submit all required documentation and forms directly into MDEQ's MiWaters application.
- E. Prepare TS&L, GI, and final detailed plans, design exceptions, special provisions, utility coordination, all proposal documentation and engineer's estimate for submittal and approval through the MDOT Local Bridge Program process suitable for bidding by MDOT Local Agency Programs. Submit all information to MDOT, MDEQ, Utilities, etc. for all phases for the design work and provide copies of all submittal correspondence to the Project Manager. Prepare Program Application for Local Agency Projects - Bridge Projects, form 0258, for final completion and acceptance signatures by the Project Manager and County Highway Engineer.
 - a. Final plans per MDOT standards. Provide drawings in electronic format to MCRC in AutoCad version 2009 Civil 3D.
 - b. Prepare all, preliminary and final, engineer's estimates in MERL and provide electronic export of contract file to MCRC.
 - c. Provide copies of special provisions, progress clause, notice to bidders, utility coordination, etc. in Microsoft Word format to MCRC.
 - d. Provide final design report of all pertinent documentation, pictures, reports, quantity calculations, design calculations, inspections reports, load ratings, etc. for permanent storage at MCRC.

- F. Develop Maintenance of Traffic plans necessary for the proposed work. Should detours or advanced warning construction signing be necessary on State routes, prepare and submit temporary traffic control plans to MDOT for review and obtain approval using the MDOT MPG Permit Gateway application.
- G. Schedule, prepare and invite all necessary persons, parties, utilities, etc. to all required meetings. Submit plan documents to all meeting attendees prior to meeting dates with sufficient time for review and response. Attend and document meetings. All meetings to be held at MCRC.
- H. Utility coordination includes informing all utilities of the project, submitting design ticket to the MissDig system, soliciting facility plans from utility companies, obtain utility contacts for construction; name, phone number, mailing address and email address. Show utility locations in the drawings, identify and coordinate any utility conflicts or relocations necessary for resolution prior to plan advertisement for letting.
- I. Review, for approval, the draft MDOT proposal for advertisement prior to letting.
- J. Review as-advertised proposal at start of advertisement period for incorporation of any changes during proposal approval process. Review and provide for MCRC submittal, all Notice to Bidders Inquiry Responses, during the bidding phase. Prepare for MCRC submittal, any and all Addendums determined to be necessary during the bidding process.
- K. Attend the Pre-construction meeting to answer any contractor or utility questions and clarify design and quantity details.
- L. Review for approval any shop drawings submitted for construction based on design elements of the contract documents for adherence to design requirements of the project.

AGREEMENT

- A. Consultant will be required to execute the attached agreement unless MCRC agrees to a limited amount of amended language. Please review this agreement carefully and indicate in the proposal if there are any provisions that cannot be agreed to, and in that event provide alternate wording for consideration. If there is no suggested amended language provided within the proposal, it will be accepted that the intent is to execute the agreement as written.
- B. Indemnify and hold harmless the Board of County Road Commissioners of the County of Monroe from and against all claims and costs, including actual attorney fees, damages, losses, expenses and liabilities, arising out of the Consultant's negligent acts, errors or omissions in the performance of all work.
- C. The MCRC reserves the right to award proposals in its best interest.
- D. Proposals must be valid for not less than sixty (60) days from the specified due date.

COMPLETION:

All plans and documents necessary for the MDOT March 2017 letting date.

FOR AND IN CONSIDERATION of the SERVICES performed, as described herein and per the attached Proposal, the BOARD shall pay the CONSULTANT a lump sum fee, NOT TO EXCEED, _____ Thousand, _____ Hundred Dollars (\$ _____), payable as follows:

Seventy (70%) percent due on completion of preliminary plans.

Ninety (90%) percent due on completion of detailed plans, special provisions and cost estimates.

Remainder on completion of services.

INSURANCE:

The CONSULTANT shall secure and maintain such insurance as will protect self from claims under the Worker's Compensation Acts and from claims for bodily injury, death, or property damage, which may arise from the performance of SERVICES under this AGREEMENT, and shall also carry professional liability insurance. Limits of liability shall be as follows:

General Liability:

| | | |
|---------------|-----------------|-------------|
| Bodily Injury | Each Person | \$2,000,000 |
| | Each Occurrence | \$2,000,000 |
| | Aggregate | \$2,000,000 |

| | | |
|-----------------|-----------------|-------------|
| Property Damage | Each Occurrence | \$2,000,000 |
| | Aggregate | \$2,000,000 |

Automobile Liability:

| | | |
|---------------|-----------------|-------------|
| Bodily Injury | Each Person | \$2,000,000 |
| | Each Occurrence | \$2,000,000 |

| | | |
|-----------------|-----------------|-------------|
| Property Damage | Each Occurrence | \$1,000,000 |
| | Aggregate | \$1,000,000 |

Professional Liability: \$500,000

Valuable Papers:

| | |
|--------------|----------|
| On Premises | \$50,000 |
| Off Premises | \$5,000 |

Endorsements. - All insurance policies and binders shall include the following endorsements, verbatim:

“ADDITIONAL INSURED: The BOARD OF COUNTY ROAD COMMISSIONERS OF THE COUNTY OF MONROE, the Monroe County Road Commission and its officers, agents, and employees.”

“Provide written notice ten (10) days prior to cancellation, expiration, termination or reduction in coverage for nonpayment of the premium and written notice thirty (30) days prior to cancellation, expiration, termination or reduction in coverage for all other reasons.”

IT IS FURTHER AGREED THAT:

If major or substantial changes in the plans are required after the previous work pertaining thereto has been undertaken, or additional work is authorized by the BOARD, the BOARD agrees to reimburse the CONSULTANT for all work involved in such changes on the basis of the CONSULTANT's actual payroll cost plus One Hundred Eighty (180%) Percent. Payroll cost is defined as only the actual hourly wages of employees engaged directly on the project, excluding the cost of fringe benefits.

Should scope of work, as indicated under PROJECT, be substantially modified, the lump-sum fee shall be renegotiated.

Should the BOARD decide to abandon or suspend the work after the SERVICES herein after described are partially completed, the CONSULTANT shall be paid for the proportion of SERVICES rendered up to the time of abandonment or suspension at the actual payroll cost plus One Hundred Eighty (180%) Percent for all work completed through the date that the work is suspended, but not more than the amounts specified elsewhere in this AGREEMENT.

The Parties hereto bind themselves, their partners, successors, executors, and administrators to the other party, respectively, in regard to all the covenants of this AGREEMENT.

IN WITNESS WHEREOF the Parties hereto have set their hands this day and year first above-mentioned:

WITNESS:

By: _____ Date: _____

It's: _____

MONROE COUNTY ROAD COMMISSION

By: _____ Date: _____

Randy Pierce
Managing Director

On behalf of the BOARD as directed at the BOARD's meeting held June 13, 2016.

SAMPLE