

AGENDA REPORT

TO: Mayor & City Commission
FROM: Ken Hibl, City Manager
DATE: August 12, 2016
RE: Engineering Proposal – Farwell-Clare 2017 Small Urban Project

For the Agenda of August 15, 2016

Background. The City is expected to receive a \$375,000 Farwell-Clare Small Urban Grant for a road project that must be completed in 2017 to assure receipt of the referenced grant funds. The City commissioned Gourdie-Fraser to conduct a traffic study to determine the best use of the Small Urban grant funds to support the anticipated future development in the north sector of the City. Gourdie-Fraser presented the results of the study to the City Commission in July and recommended a project to realign the westernmost portion of East Colonville Road and the northbound off-ramp of US-127 and concurrently relocate the E. Colonville Road/Clare Avenue intersection north of its present location to a point adjacent to the northbound on-ramp of US-127, thereby facilitating the possible future construction of a round-about at this intersection. This proposal has concurrence-in-principle of the Michigan Department of Transportation, but funding is not presently available to complete the entirety of the proposed project.

The City is working with Gourdie-Fraser and the Middle Michigan Development Corporation to develop a phased approach to this project and find additional sources of funding for the project. The primary objective of our discussions with these two entities is to maximize and leverage the Small-Urban grant funds. While we've determined a possible additional funding source, many variables and potential stumbling blocks remain to be ascertained and eliminated, respectively, before we are prepared to make a definitive recommendation to the City Commission regarding the scope of the project that should be undertaken using the Small-Urban grant funds. But regardless of the final scope of the project we recommend, there are a number (six items) of mandatory tasks that need to be taken now to assist us in determining the feasibility of any/all options available to us. Those tasks are outlined in the Gourdie-Fraser proposal (*copy att'd*) that I ask the City Commission to approve to provide us the opportunity to determine and evaluate the best alternatives available and make the best use of any potential funding.

Issues & Questions Specified. Should the City Commission approve the engineering proposal of Gourdie-Fraser?

Alternatives.

1. Approve the engineering proposal.
2. Approve a modified version of the proposal.
3. Do not approve the proposal.
4. Defer decision regarding the matter to a subsequently scheduled meeting.

Financial Impact. The cost of the Gourdie-Fraser engineering services for completion of the work outlined in the proposal is \$8,470.

Recommendation. I recommend that the City Commission approve the Gourdie-Fraser proposal adoption of Resolution 2016-092 (*copy att'd*).

Attachments.

1. GFA Proposal w/Attachments.
2. Resolution 2016-092.

August 11, 2016

Ken Hibl, Manager
City of Clare
202 W Fifth St
Clare, Michigan 48617

RE: Proposal for Preliminary Engineering Services
Colonville Road Extension

Dear Ken:

Thank you for the opportunity to submit this proposal for design services for the referenced road project. As discussed this letter, along with the attached "Standard Terms and Conditions" represents our contract for provision of consultant services for preliminary investigative services to determine the scope of services required for the desired road extension. Should you have any questions regarding the information contained herein please do not hesitate to contact me.

Project Description/Scope of Services

Preliminary investigative services will include a new wetland delineation of the property, soils investigation, and the DEQ site visit review. The wetland delineation will determine the limits of wetland along this parcel and the impacts to the desired alignment of the Colonville Road extension. The soils investigation will include four boring locations, two will be up to 20 feet deep to establish the consistency of the soil conditions within the desired realignment area. The other two will be shallower and nearer to the approach tie-ins with the existing Colonville Road and Clare Ave. This will be determined if consideration shall be given to subgrade undercutting or if geotextile stabilization will be necessary for inclusion in the design. The DEQ on site meeting review will facilitate the coordination to establish the requirements the DEQ will expect upon a permit application for the site improvements, such as if mitigation will be required and to the extents. GFA will attend the on-site meeting with the DEQ.

Clarifications and Assumptions

The project fee budget is based on the assumption that the following work items listed in this section will not be included in the scope of services at this time:

- Easement or right-of-way acquisition.
- Preliminary design services.

- Boundary survey and right of way survey services.
- Full topographic survey
- Construction phase services.
- Additional geotechnical services, if needed.

Responsibilities of Client/Owner

The Client/Owner shall furnish the following minimum information as necessary in reference to the Project:

- Coordinate access to the site with the private property owner.
- Provide previous DEQ applications and wetland delineation if available.
- All information available for the Project regarding explorations, tests, subsurface conditions, environmental assessments/audits/impact statements, and any interpretations thereof not part of the Consultants Services as specifically stated herein or previously provided.
- All information, as the Client/Owner becomes aware of, with regard to hazardous environmental conditions or materials that might affect the Project or Project site.
- Current title work that will identify any existing easements, restrictions or other encumbrances that could impact the work Proposed.

Additional Services

Any work desired by the City of Clare in addition to the work scope described above, can be completed by GFA on an hourly time and material basis in accordance with the attached 2016 Rate Schedule, or as a revision to this proposal.

Time Schedule

GFA can commence services immediately upon approval to commence work.

Fee

GFA will perform the project design services on a lump sum basis with the following budget not to be exceeded without prior written authorization.

Preliminary Engineering Services Colonville Rd Extension	\$ 8,470.00
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Contract Terms and Conditions

Exhibit 1 (attached), "Standard Terms and Conditions," dated April 2007 is incorporated into this proposal by reference.

Acceptance

If this proposal is acceptable to you, your signature on the enclosed copy of this letter and your initials on page 1 of Exhibit 1 "Standard Terms and Conditions" will serve as our authorization to proceed. Thank you for giving us the opportunity to be of service. We look forward to working with you on this project.

Gourdie-Fraser, Inc.
CONSULTANT

City of Clare
CLIENT/OWNER

_____	(Signature)	_____
Heather M. Jamison, P.E.	(Name)	
_____	(Title)	_____
Project Manager	(Title)	
_____	(Date)	_____
August 11, 2016	(Date)	

Attachments: Exhibit 1 – Standard Terms and Conditions
Exhibit 2 – 2016 Rate Schedule

EXHIBIT 1
STANDARD TERMS and CONDITIONS



1. BASIC SERVICES: Consultant will provide, or cause to be provided, the services set forth in the attached Proposal Letter and any subsequent services set forth in Client/Owner approved Authorization for Additional Services. Client/Owner shall pay the Consultant for such services in accordance with this Agreement.

2. CLIENT/OWNER'S RESPONSIBILITY: Client/Owner shall provide the Consultant with all available criteria and information regarding the Client/Owner's requirements for the Project including design objectives and performance requirements. The Client/Owner shall furnish copies of any documentation standards, if any, along with the required information noted in the Proposal Letter.

Client/Owner shall provide for safe access to the Project site and make provisions for access to public and private property as required for the Consultant to perform the stated services.

Client/Owner shall provide examination of information from the Consultant and render timely decisions pertaining thereto.

3. TIME FOR RENDERING SERVICES: This Agreement shall remain in effect until terminated as provided herein.

The time for performing services or providing deliverables will be as stated in the Proposal Letter or as adjusted by subsequent Authorizations. For the purposes of this Agreement the term "day" means a calendar day of 24 hours.

The time for a Consultant's performance will be extended to the extent performance was delayed by causes beyond the control of the Consultant.

4. SUSPENSION: If the Consultant's services are delayed or suspended by the Client/Owner for more than 30 days, through no fault of the Consultant, the Consultant shall be entitled to adjustments in rates or amounts of compensation to reflect incremental costs incurred due to the delay.

5. PAYMENTS TO CONSULTANT: Consultant shall prepare invoices for the Consultant's services in conjunction with the Project. Invoices will be prepared using the Consultant's standard format at least monthly and/or at the end of the Project. Invoices will include fees for reimbursable expenses to be invoiced at a rate of cost plus fifteen percent.

Invoices are due and payable upon receipt. If Client/Owner fails to make payment within 15 days of the invoice date, the amount due to the Consultant will increase 1½ % per month (18% per annum) or the maximum rate allowed by law.

In the event of disputed or contested invoices only the portion being contested shall be withheld from payment; the undisputed portion shall be paid.

In the event of termination, the Consultant shall be paid for all authorized services performed or furnished and all reimbursable expenses incurred up to the effective date of termination.

In the event of legislative action that imposes taxes, fees or costs on the Consultant, the Client/Owner shall be invoiced those taxes, fees or costs in addition to the Consultant's fees and reimbursables.

6. STANDARD OF PERFORMANCE: The standard of care for all professional Consultant and related services performed or furnished by the Consultant under this Agreement will be the care and skill ordinarily used by members of the Consultant's profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with Consultant's services.

Consultant shall serve as Client/Owner's prime professional under this Agreement. Consultant may employ such sub-consultants as Consultant deems necessary to assist in the performance of the services stated herein. Consultant shall not be required to employ any sub-consultant unacceptable to Consultant.

During the Construction Phase of Project, the Consultant shall not supervise, direct, or have control over a Contractor's work. The Consultant shall not have authority over the means, methods, techniques, sequences, or procedures of construction selected by the Contractor. The Consultant shall not have authority over the safety precautions and programs of a Contractor nor for any failure of a Contractor to comply with Laws and Regulations applicable to a Contractor's furnishing and performing work associated with Project. Consultant shall not guarantee the performance of any Contractor with regard to the Contract Documents.

It is understood that if Consultant is not under authorization for supplying Construction Phase services that the Client/Owner assumes all responsibility for interpretations of the Contract Documents and waives any claims against the Consultant connected thereto.

EXHIBIT 1
STANDARD TERMS and CONDITIONS



7. USE OF DOCUMENTS: All Documents are instruments of service. Consultant shall retain an ownership and property interest therein (including right of reuse at the discretion of the Consultant) whether or not the Project is completed.

Digital Project Documents can be provided to the Client/Owner in .pdf or .dwg formats using the Consultants current software. Release of any digital Documents requires the Client/Owner to accept the terms and conditions stated in the Consultants "Digital Information Release Agreement".

Client/Owner may make and retain copies of Documents for information and reference in connection the Project. Such Documents are not to be reused by Client/Owner or others on extensions of the Project for which they were prepared or on any other project. Any such reuse or modification, without written verification or adaptation by Consultant will be at the Client/Owner's sole risk and without liability or legal exposure to Consultant or Consultant's sub-consultants.

8. TERMINATION: Either party may terminate this Agreement upon 30 days notice of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. The Agreement will remain in affect if the party receiving such notice begins to correct its failure within seven days of receiving such notice and proceeds diligently to cure such failure within no more than sixty days.

The Client/Owner may terminate this Agreement for convenience effective upon the receipt of such notice by Consultant.

9. CONTROLLING LAW: This Agreement is to be governed by the law of the State of Michigan.

10. SUCCESSORS, ASSIGNS, AND BENEFICIARIES: Client/Owner and Consultant each is hereby bound and the partners, successors, executors, administrators, and legal representatives of each are hereby bound to this Agreement.

Neither the Client/Owner nor Consultant may assign, sublet, or transfer any rights under or interest in this Agreement without written consent of the other unless such assignment, subletting or transfer is mandated or restricted by law.

11. DISPUTE RESOLUTION: Client/Owner and Consultant agree to negotiate all disputes between them in

good faith for a period not to exceed 30 days from the date of notice.

If the Client/Owner and Consultant are unable to resolve a dispute through the above stated process, the parties agree that all disputes between them arising out of or relating to this Agreement or the Project shall be submitted to non-binding mediation unless the parties mutually agree otherwise.

12. ALLOCATION OF RISK: To the fullest extent permitted by law, Client/Owner and Consultant (1) waive against each other, and the other's employees, offices, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Consultant's total liability to Client/Owner under this Agreement shall be limited to the amount of the Consultant's fee. Consultant's liability shall be limited only to those damages resulting directly from Gourdie-Fraser, Inc.'s negligence.

The parties acknowledge that Consultant's scope of services does not include any services related to hazardous environmental conditions. If such conditions are encountered the Consultant may, without liability, suspend services.

13. APPLICABILITY OF CONTINUING AGREEMENT: The terms and conditions set forth in this Agreement apply to each future authorization for services unless specifically modified. In the event of conflict between language herein and future authorization language, the authorization language shall take precedence for that authorization. Modifications to this Agreement shall be made in writing.

Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding. Such stricken provisions shall be reformed to replace the stricken provision with one that is enforceable and is as close as possible to expressing the intention of the original.

_____ (initials)



2016 BILLING RATES

Classification	Hourly Rate	Classification	Hourly Rate
Principal in Charge	\$150	Director of Surveying	\$145
Engineering Office Manager	\$120	Director of Hydrographic Surveying	\$135
Senior Project Manager	\$120	Professional Surveyor II	\$115
Project Manager	\$115	Project Surveyor	\$85
Structural Engineer	\$120	Survey Crew Chief	\$72
Project Engineer	\$95	Survey Crew Person	\$56
Design Engineer	\$90	1 Person Survey Crew	\$95
Design CAD Leader	\$85	Senior Testing & Inspection Technician	\$70
Design CAD Technician III	\$80	Testing & Inspection Technician II	\$63
Design CAD Technician II	\$75	Testing & Inspection Technician I	\$54
Design CAD Technician I	\$70	Operations & Maint. Proj. Manager	\$95
Construction Layout Technician	\$56	Operations & Maintenance Technician II	\$70
Marketing Coordinator	\$70	Operations & Maintenance Technician I	\$55
		Administrative Assistant	\$55

REIMBURSABLE CHARGES

Reimbursables such as off-site printing, postage, permits, sub consultants, rentals, etc. will be invoiced at cost plus 15%.
Expert Witness Testimony & Preparation will be invoiced at 1.5 x billing rate

Prints, Plots & Copies	B & W	Color	Survey Equipment Rental Cost	
8½ x 11	\$0.10	\$0.20	C10 Scanner	\$1,500.00 Day
8½ x 14	\$0.15	\$0.30	C10 Scanner	\$1,000.00 4 Hours
11 x 17	\$0.20	\$0.40	C10 Scanner	\$400.00 Hour
24 X 36	\$3.00	\$6.00	Digital Level	\$30.00 Day
Other Sizes	\$.50 SF	\$1.00 SF	Static GPS Rental (per Receiver)	\$150.00 Day
Binding	\$3.00	\$3.00	Robotic Total Station	\$30.00 Hour
				\$200.00 Day
				\$30.00 Hour
Travel			Real Time GPS	\$200.00 Day
Mileage	\$0.575 Mile		ATV or Snowmobile	\$350.00 Day
Per Diem (Day)	\$107.00 Day		Hydrographic Sounder (single beam)	\$350.00 Day
			Surveyor Boat I - 14'	\$130.00 Day
Misc.			Surveyor Boat II - 16'	\$175.00 Day
Postage/Shipping Costs	Cost Plus 15%		Surveyor Boat III - 22'	\$300.00 Day
Permit Fees	Cost Plus 15%		Surveyor Kayak	\$25/\$100 Day/Week
Computer	\$14.00 Day		Lath	\$0.37 Each
Rentals	Cost Plus 15%		Curb Stakes and/or Slope Stakes	\$0.49 Each
Generator	\$25.00 Hour		Station Stakes	\$0.98 Each
Materials Testing Equipment				
Beam Breaker	\$50.00 Day			
Concrete Beams	\$25.00 Each			
Coring Machine	\$75.00 Day			
12" Core Bit Extractor	\$100.00 Day			
Concrete Cylinder	\$20.00 Each			
Nuclear Density Gauge	\$54.00 Day			
O & M Equipment	Daily Rate	Weekly Rate	Monthly Rate	
Portable Sampler	\$40	\$200	\$450	
Portable Flow Meter	\$50	\$275	\$600	
Fresh Air Blower	\$20	\$100	\$165	
Gas Meter	\$15	\$75	\$165	
Tripod with Harness	\$15	\$75	\$165	
Rain Gauge with Data logger	NA	\$50	\$110	

05/02/2016

RESOLUTION 2016-092

A RESOLUTION OF THE CLARE CITY COMMISSION APPROVING AN ENGINEERING PROPOSAL OF GOURDIE-FRASER RELATED TO A 2017 SMALL-URBAN GRANT PROJECT.

WHEREAS, the City of Clare is expected to receive a \$375,000 Farwell-Clare Small Urban Grant for a road project that must be completed in 2017; and

WHEREAS, the City commissioned Gourdie-Fraser to conduct a traffic study to determine the best use of the Small Urban grant funds to support the anticipated future development in the north sector of the City; and

WHEREAS, Gourdie-Fraser presented the results of the study to the City Commission in July and recommended a project to realign the westernmost portion of East Colonville Road and the northbound off-ramp of US-127 and concurrently relocate the E. Colonville Road/Clare Avenue intersection north of its present location to a point adjacent to the northbound on-ramp of US-127, thereby facilitating the possible future construction of a round-about at this intersection; and

WHEREAS, while the proposed project has the support of all primarily affected entities in principle, funding is not available to complete the project, thus a phased approach is being considered and developed; and

WHEREAS, regardless of the final scope of the project recommended for consideration, there are a number of essential tasks that need to be completed now to assist in determining the feasibility of any/all options available and to ensure the best utilization of any funding available; and

WHEREAS, Gourdie-Fraser has outlined said essential tasks in a formal proposal for the City's consideration; and

WHEREAS, the City Staff has reviewed said proposal and recommends approval; and

WHEREAS, the City Commission has reviewed and considered said proposal and the recommendation of its staff and determined that said recommendation is sound, reasonable, and prudent; and .

NOW THEREFORE BE IT RESOLVED THAT, the Clare City Commission hereby approves the proposal of Gourdie-Fraser to complete the engineering services outlined in said proposal to support a 2017 Farwell-Clare Small Urban Grant Project.

BE IT FURTHER RESOLVED THAT the City Commission hereby authorizes its city manager to execute any and all documents associated with said Gourdie-Fraser proposal.

ALL RESOLUTIONS AND PARTS OF RESOLUTIONS INsofar AS THEY CONFLICT WITH THE PROVISIONS OF THIS RESOLUTION BE AND THE SAME ARE HEREBY RESCINDED.

The Resolution was introduced by Commissioner _____ and supported by Commissioner _____. The Resolution declared adopted by the following roll call vote:

YEAS:

NAYS:

ABSENT:

Resolution approved for adoption on this 15th day of August 2016.

Diane Lyon, Clare City Clerk