

## RESOLUTION

No. 2019-229

By Commissioner Bell

RESOLVED, by the Wayne County Commission this 4th day of April, 2019 that approval be, and is hereby, granted authorizing Modification No. 1 to a contract between the Charter County of Wayne and Tyme Consulting Engineers, Inc. (of Livonia) not to exceed \$196,502.60 to extend the term of the contract for the continued provision of construction engineering services for the Toledo Road bridges over Allen Road and Pennsylvania Road in Brownstown Township for the Department of Public Services, Engineering Division, as recommended by the Chief Executive Officer; and be it further

RESOLVED, that Modification No. 1 increases the total amount of the contract from \$532,023 to \$728,525.60; the term of the contract remains from May 24, 2018 through August 15, 2020 and the cost of Modification No. 1 will be charged to Account No. 201 44908 817000 (Roads-Engineering/Architecture); and be it further

RESOLVED, that the Chief Executive Officer be, and is hereby, duly authorized to execute the aforementioned Modification No. 1 on behalf of the Charter County of Wayne.

[Modification No. 1 on File]

(2018-30-026M1)

**MODIFICATION NO. 1 TO THE CONTRACT**  
**for**  
**PROFESSIONAL ENGINEERING SERVICES**  
**between**  
**CHARTER COUNTY OF WAYNE**  
**and**  
**TYME CONSULTING ENGINEERS, INC.**

**Control No. 37-18-016**

THIS MODIFICATION NO. 1 is between the **Charter County of Wayne**, Michigan, a public body corporate and Charter county (hereinafter the "County") and **TYME Consulting Engineers, Inc.**, a Michigan corporation (hereinafter the "Contractor"), and modifies the contract between the parties that was approved on May 24, 2018 by the Wayne County Commission under Certified Resolution No. 2018-385 (the "Contract").

WHEREAS, the parties desire to modify the Contract to include the Michigan Department of Transportation's (MDOT's) indemnification terms for the Contractor ; and

WHEREAS, the parties desire to modify the Contract to incorporate the related prime contract (cost sharing agreement) between MDOT and the County; and

WHEREAS, the parties desire to modify the Contract to include additional construction engineering services and provide for an additional fee of \$196,502.60.

NOW, THEREFORE, in consideration of the premises and mutual agreements contained herein, the parties hereby agree as follows:

1. The following section shall be added immediately after **Section 13.07** of the Contract:

**13.08** The Contractor agrees to indemnify and save harmless the State of Michigan, the Michigan State Transportation Commission, the FHWA, and all officers, agents, and employees thereof:

- a. From any and all claims by persons, firms, or corporations for labor, materials, supplies, or services provided to the Contractor in connection with the Contractor's performance of the SERVICES; and
- b. From any and all costs or claims for additional compensation or damages, or injuries to or death of any and all persons, for loss of or damage to property, for environmental damage, degradation, response and cleanup cost, including attorney fees and related costs, caused by errors and/or omissions attributable to the Contractor's performance of the services under this Contract unless the Contractor proves that notwithstanding the

error or omission, the Contractor met generally accepted standards of care. In addition to excusing consultants from liability for errors or omissions that the Contractor proves occurred despite its compliance with generally accepted standards of care, the Contractor will only be responsible for the percentage of the damages and costs that corresponds to the proportion of the total damages and costs caused by the errors and/or omissions attributable to the Contractor for which the Contractor is otherwise liable under this subparagraph.

2. The following section shall be added immediately after **Section 28.15** of the Contract:

**28.16** The terms and conditions of the prime contract (cost sharing agreement) between the Michigan Department of Transportation and the County related to the Toledo Road bridges over Allen Road and Pennsylvania Road, dated May 4, 2018 (the "Prime Contract"), shall be incorporated by reference as part of the Contract to ensure that if any discrepancies occur between the Prime Contract and the Contract, the Prime Contract shall prevail.

3. **Section 8.01** is modified from:

The County agrees to pay the Contractor at the rates in **Appendix B**, attached. The compensation includes all remuneration to which the Contractor may be entitled. The County will not pay the Contractor for overtime, holiday or other premium charges or other benefits in addition to those stated in **Appendix B**. Maximum compensation shall not exceed Five Hundred Thirty Two Thousand Twenty Three Dollars (\$532,023.00).

To:

The County agrees to pay the Contractor at the rates in **Appendix B**, attached. The compensation includes all remuneration to which the Contractor may be entitled. The County will not pay the Contractor for overtime, holiday or other premium charges or other benefits in addition to those stated in **Appendix B**. Maximum compensation shall not exceed Seven Hundred Twenty Eight Thousand Five Hundred Twenty Five and 60/100 Dollars (\$728,525.60).

4. The letter for additional construction engineering services, attached hereto as **Exhibit A**, shall be appended to **Appendix A** and **Appendix B** of the Contract.

5. This Modification No. 1 is subject to the County's policies regarding amendment of contracts, and shall be effective only upon approval by the Wayne County Commission and execution by the County Executive.


6. All other terms, conditions and provisions of the Contract remain the same and will continue in full force and effect.

7. The parties warrant that all persons signing this Modification No. 1 are duly authorized to so bind their principals.

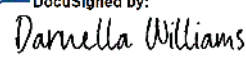
### Execution

The parties hereby execute this Modification No. 1 by a duly authorized representative on the dates below, intending to be bound thereby.

#### TYME CONSULTING ENGINEERS, INC.

By:  Oge Udegbumam  
2019.02.01 15:30:09 -05'00'  
Its: Oge Udegbumam, P.E.  
President  
Date: 02/01/2019

#### CHARTER COUNTY OF WAYNE

DocuSigned by:  
 Darnella Williams for  
B3C273A1D05C435...  
By: \_\_\_\_\_  
Its: Warren C. Evans  
Chief Executive Officer  
4/11/2019 | 2:15:36 PM EDT  
Date: \_\_\_\_\_