

INDIVIDUAL PROJECT SERVICES AGREEMENT 012

Between

Orchard, Hiltz & McCliment, Inc.

and

City of Rochester Hills

Dated _____

For

PROFESSIONAL SERVICES

Project: Norton Lawn & Hickory Lawn Construction Engineering Services – Auburn Road to Wabash Road. Project includes contract administration, surveying, construction observation, and construction engineering services for proposed roadway and drainage improvements within the project limits as defined by the project documents.

This is an Individual Project Services Agreement to the Professional Engineering Services Agreement dated May 25, 2011 between the City of Rochester Hills (CITY) and Orchard, Hiltz & McCliment, Inc. (CONSULTANT).

ATTACHMENT A - SCOPE OF SERVICES

CONSULTANT will perform the services described in Attachment A, attached as Exhibit 1.

ATTACHMENT B - PERIOD OF SERVICE

Services shall be provided in a timely manner and in accordance with Attachment B, attached as Exhibit 1.

ATTACHMENT C - COMPENSATION AND PAYMENT

CONSULTANT shall be compensated for services described in Attachment C, attached as Exhibit 1, in the amount of \$110,000.00.

This document, including attached Exhibits, shall not be amended, altered or changed, except by written authorization executed by both parties.

CITY OF ROCHESTER HILLS

BY: _____
Bryan K. Barnett, Mayor

In the presence of

BY: _____
Tina Barton, Clerk

In the presence of

ORCHARD, HILTZ & MCCLIMENT, INC.

BY: _____
Daniel G. Fredendall, P.E.
Vice President

In the presence of

SCOPE OF SERVICES**CITY OF ROCHESTER HILLS****NORTON LAWN & HICKORY LAWN CONSTRUCTION ENGINEERING SERVICES****Construction Phase Services**

1. **Contract Administration Services** shall consist of the preparation of monthly construction pay estimates by the CONSULTANT based on documented items and quantities. Construction pay estimates shall be submitted to the CITY based on the schedule established by the CITY for payment processing. Project documentation, including electronic daily reports, will be maintained by the CONSULTANT. This project documentation will be used in the resolution of claims and/or interpretation of contract specifications, including the monitoring of Contractor compliance with specified project deadlines. These services shall also include project closeout, including the preparation of the final construction pay estimate, obtaining closeout documents required from the Contractor, and a balancing change order reflecting all increases, decreases, credits and/or extras to the contract. In addition, the CONSULTANT will visit the project site to observe the work and progress, thereby ascertaining if the Contractor's progress is in general accordance with the contract documents.
2. **Surveying Services** during the construction phase shall consist of the required staking for line and elevation of specific contract items including, but not necessarily limited to, centerline (control) staking, drainage (ditch, drive culverts, storm sewer) layout, and roadway (subgrade, aggregate base, HMA) grading. Staking will be at such times and at those intervals necessary to effectively layout the work. Staking offsets will be coordinated with the Contractor.
3. **Inspection Services** shall consist of the observation and documentation of the Contractor's work on days when work is performed. Electronic daily reports will be prepared detailing items and quantities and the general work progress for the day. Soil erosion and sedimentation control devices will be reviewed on a regular basis, and the Contractor will be advised of areas of concern. Checking line and grade for compliance with the survey stakes will also be provided as part of the CONSULTANT'S regular services. The CONSULTANT will respond to property owner questions and attempt to resolve concerns which may arise during the course of construction. The CONSULTANT will also interact with the Contractor's supervisory personnel regarding unacceptable work and the need for corrective action, including removal and replacement as the situation warrants.
4. **Construction Engineering Services** shall consist of the supervision of the CONSULTANT inspection staff to promote appropriate project staffing and project documentation; shop drawing review; resolution of construction complications which may arise; review and recommendations to the CITY regarding claims from the Contractor, including the preparation of change orders, if required; prompt complaint resolution; review of project progress for compliance with the approved schedule and subsequent recommendations to the CITY (Project Manager) for penalties and/or changes in the time of completion of the project. The CONSULTANT shall coordinate the efforts of the materials testing by others and review materials testing reports to check for compliance with contract documents, offering applicable recommendations, when needed, to the CITY (Project Manager).
5. **Materials Testing Services** will be performed by others and this work is not included in this scope of services. The CONSULTANT shall coordinate efforts with the materials testing company.



PROJECT SCHEDULE

CITY OF ROCHESTER HILLS

NORTON LAWN & HICKORY LAWN CONSTRUCTION ENGINEERING SERVICES

The CONSULTANT construction engineering services will commence upon the CITY's bid letting of January 28, 2016 and extend through December 30, 2016.



PAYMENTS TO CONSULTANT

CITY OF ROCHESTER HILLS

NORTON LAWN & HICKORY LAWN CONSTRUCTION ENGINEERING SERVICES

Construction Engineering Services

The CITY agrees to pay the CONSULTANT on an hourly basis, billed monthly, a not-to-exceed amount of one hundred ten thousand, and zero cents (\$110,000.00).