

**INDIVIDUAL PROJECT SERVICES AGREEMENT 018**

**Between  
Orchard, Hiltz & McCliment, Inc.  
and  
City of Rochester Hills**

**Dated** \_\_\_\_\_

**For  
PROFESSIONAL SERVICES**

Project: Emmons Pocket Park and Architectural Features (Project#3) - Construction Engineering, Culbertson Ave. to Hessel Ave.

This is an Individual Project Services Agreement to the Professional Engineering Services Agreement dated April 8, 2015; as amended on April 3, 2018 between the City of Rochester Hills (CITY) and Orchard, Hiltz & McCliment, Inc. (CONSULTANT).

**ATTACHMENT A - SCOPE OF SERVICES**

CONSULTANT will perform the services as described in Attachment A.

**ATTACHMENT B - PERIOD OF SERVICE**

Services shall be provided in a timely manner and completed and accepted as completed by May 29, 2021. Should the project extend beyond the completion date, a contract Amendment may be required to complete the work.

**ATTACHMENT C - COMPENSATION AND PAYMENT**

CONSULTANT shall be compensated for services described above on an hourly not to exceed cost of \$240,000.

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

**CITY OF ROCHESTER HILLS**

Recommended

BY: \_\_\_\_\_  
Allan E. Schneck, PE

\_\_\_\_\_  
In the presence of

Approved:

BY: \_\_\_\_\_  
Bryan K. Barnett, Mayor

\_\_\_\_\_  
In the presence of

**ORCHARD, HILTZ & MCCLIMENT, INC.**

BY: \_\_\_\_\_  
Rhett Gronevelt, PE  
Principal

\_\_\_\_\_  
In the presence of



**Attachment A - Scope of Services (Project #3, Emmons Pocket  
Park and Architectural Gateway Features)  
Auburn Road from Culbertson Ave. to Dequindre Road**

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The overall project is currently estimated to be \$11.2M in construction costs. For project delivery, the work is currently planned to be executed in three contract packages, generally described as follows:

1. Contract 1 – Auburn Rd. reconstruction and enhancement work, procured through the MDOT Local Agency Program to utilize federal funding that was secured and is currently under construction.
2. Contract 2 – Improvements to alleyways parallel to Auburn Rd, and parking lots construction. This contract is being finalized in construction.
3. Contract 3 – Construction of a Pocket Park at the former north approach to Emmons Ave., and adding Architectural Gateway features to be installed in the Auburn Rd ROW.

For this Scope of Services, the CONSULTANT will provide construction engineering services for the work only in Contract 3 listed above. A detailed description of the work is described below.

**Construction Phase Services**

1. **Construction Stakeout Services** during the construction phase shall consist of the required staking for line and elevation of specific contract items such as pavement placement, park features, public utilities, storm sewer, streetscape architectural elements, lighting, utility power coordination, building foundation and structural building oversite during the construction. Specific tasks shall include:
  - a. Work elements will include:
    - i. Horizontal Control
    - ii. Vertical Control
    - iii. Control Adjustment
    - iv. Intermittent verification of existing conditions
    - v. Alignment
    - vi. Data Management
    - vii. Staking and one time re-staking
    - viii. Quality Assurance/Quality Control (QA/QC)
    - ix. One-time staking and grading for the following would be provided for the project:
      1. Proposed storm sewer location
      2. Pavement/sidewalk/steps installations
      3. Public utilities
      4. Streetscape elements
    - x. Offset distances for staking to be determined by Contractor at the time of construction.
    - xi. Horizontal Control will include the verification of existing control and the establishment of control points by a combination of:
      1. Real Time Kinematic GPS (using MDOT specifications)
      2. Robotic Total Station
  - b. Coordinates for the project will be based on the design coordinate system that was used at the time of the original topographical survey.
  - c. Vertical Control will be established based on Benchmark information shown on the plans.
  - d. Staking will be at a minimum of 50-foot intervals and includes the top of curb or edge of pavement grade



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only. Offsets will be discussed with the contractor.

2. **Contract Administration Services** shall consist of the general assistance with the CITY's administration of the construction contracts, including payment, change orders, schedule enforcement and project documentation. A detailed list of tasks includes the following:
  - a. Preparation of periodic pay estimates based on quantities or work progress completed provided with the inspector daily reports to meet CITY deadlines for payment purposes.
  - b. Coordinate with the contractor and acceptable software to generate pay estimates and project pay quantities, materials used and testing results.
  - c. Provide an experienced office technician knowledgeable in aspects of the Project, and procedures regarding project record documentation. Provide administrative support and provide computer equipment necessary to run the select software.
  - d. CONSULTANT will assist with the resolution of claims and/or contract document interpretation.
  - e. CONSULTANT will review contractors progress relative to approved project schedules to monitor compliance with contract deadlines
  - f. Notify the CITY immediately of any unanticipated project conditions and any changes, extras, or adjustments to the contract before processing a Work Order and/or Recommendation.
  - g. Collect, properly label or identify, and deliver to the CITY original logs, records, reports, other documents, and Project files prepared by the CONSULTANT in the performance of the services, upon completion or termination of the services.
  - h. CONSULTANT will lead project closeout, consisting of final pay estimate preparation, obtaining closeout documents required from the contractor and a balancing change order reflecting increases, decreases, credits and/or extras to the contract.
  - i. Finalizing Project Documentation
    - i. Field measure applicable items of work. Prepare final summaries for applicable items of work. Prepare as-built record drawings showing as constructed information for underground work. Record plans will be delivered electronically in PDF format as well as hard copy.
    - ii. Prepare and submit the Final Estimate, Final Quantity Sheets, and Final Marked As-Constructed Plans. The Final Estimate Package shall be submitted to the CITY within 90 days of the Final Records Review.
3. **Construction Engineering Services** shall generally consist of supervision of the CONSULTANT'S Field staff to provide appropriate project staffing and project documentation, manage shop drawing review process, resolution of construction issues/problems which may arise, review and recommendations to the CITY regarding claims from the contractor(s) including preparation of change orders if required, prompt complaint resolution, review of project progress for compliance with approved schedule and recommendations to the CITY for penalties and/or changes in the time of completion of projects. A detailed description of these services is as follow:



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- a. CONSULTANT will assign a Project Engineer to the project who will work day to day with the contractor, resolving issues noted above.
- b. The CONSULTANT shall lead the preconstruction meeting and the weekly progress meetings.
- c. Perform services as the Project Engineer for the Project consistent with the CITY/MDOT practices and in accordance with the Specifications, Plans, Proposal, the Michigan Construction Manual, the Materials Sampling Guide, and other applicable references, guidelines, and/or procedures manuals.
- d. Arrange and conduct Progress Meetings required to carry out the Services or as required by the CITY. These meetings are anticipated be held weekly at first and then transition to bi-weekly. CONSULTANT will prepare and distribute minutes of meetings.
- e. Furnish exhibits for the Emmons Plaza and attend a Planning Commission Meeting which will seek final approval of the proposed plan.
- f. Prepare and submit for permit water relocation plans for the existing water main currently location north of Auburn Road on Emmons Ave. This water main will be relocated using ductile iron pipe outside the limits of the building and splash pad.
- g. Finalize architectural drawings due to the change in how the project has bid. This will require finalizing elements of the design for the building and site layout.
- h. Provide timely shop drawing reviews and design/coordination support to finalize specific project elements including the splash pad, and median features.
- i. Provide appropriate coordination with affected local, state, other Consultants, Contractors, the public, utilities, local police, fire, and emergency services, and the Public School system(s), which may be affected by the Project.
- j. Attend informational meetings with CITY'S staff and business representatives as needed to explain the proposed construction projects, their impacts to the residents and/or businesses, and progress during construction.
- k. CONSULTANT will continue to provide weekly construction progress notices to the residents and business owners in the area. It is currently anticipated that these notices will be distributed through an electronic distribution tool "Constant Contact"
- l. Keep daily diaries, sketches, logs, and records as may be needed to record the Contractor's progress. Notify the CITY of any anticipated Contractor's requests for extensions of time. Notify the CITY upon receipt of any Contractor's requests for extensions of time. CONSULTANT will work with the CITY to resolve these issue.
- m. Resolve problems, issues, discrepancies, or other items brought to the attention of the CONSULTANT by the Contractor based on industry standards. Provide written documentation of the resolution of such issues. Keep the CITY informed of such issues.



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- n. Represent the CITY as the Project Engineer on claims for extra compensation and denied extensions of time requests filed on behalf of the Construction Contractor and/or Subcontractor on the Project against the CITY. The CONSULTANT, shall represent these claims for Construction at the time the Construction Contractor files the claim.
4. **Construction Inspection/Observation Services** shall consist of full time inspection of the work progress by the contractor(s) on days when work is performed to monitor progress and compliance of the work with the contract documents.
- a. The CONSULTANT shall assign a sufficient number of qualified and experienced technicians to this Project to perform the Services in a quality manner to avoid any delay to the Construction Contractor. Personnel performing inspection on bituminous, Portland cement, and aggregate will have the appropriate certification level for the inspection that is being performed.
  - b. Daily field reports (IDR's) will be prepared by CONSULTANT (electronically) documenting pay item quantities, contractor man-hours, equipment and the general progress of work for the day.
  - c. Track insufficient tested materials and notify the Contractor on a bi-weekly basis.
  - d. Coordinate and attend a start meeting for the splash pad and other equipment in a pocket park building.
  - e. The CONSULTANT will answer business' and residents' questions and attempt to resolve complaints on a daily basis, which may arise during the course of construction.
  - f. Provide inspection of Contractor field construction work, and confirm substantial conformance with the Specifications, Plans, and Proposal. Arrange for non-compliant work to be made whole by the Contractor or to find the non-compliant work acceptable to the CONSULTANT and, where necessary, to the CITY. Inform the CITY of non-compliant work and trends toward borderline compliance. Inspection will be part time or full time , as needed, depending on the nature of the work being performed.
  - g. Complete a final inspection of work included in the Project, or such portions thereof eligible for acceptance, after notification by the Contractor that the work is completed or after the CONSULTANT'S records show the work is completed. The final inspection shall include notifying the Contractor in writing of particular defects to be remedied if work is not acceptable to the CONSULTANT.
  - h. Perform inspection to assure that proper soil erosion and sedimentation controls are in place. A MDEQ certified NPDES Stormwater Operator will be assigned by the CONSULTANT to the project to review and document the project, per the NPDES requirements. Any violation of the NPDES permit by the construction contractor must be immediately reported to the Contractors Foreman or Superintendent.
  - i. Ascertain that the Project has been performed in accordance with the plans and specifications, or such modifications thereof as may have been approved, and accept the Project. Invite the CITY to participate in the final acceptance.
5. **Assumptions** The above-listed scope of services was prepared with the following assumptions:
- j. Materials Testing will be performed by the CITY'S testing consultant and work directly for the City and



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is not part of this contract. CONSULTANT shall review material testing reports to check for compliance with contract documents and make appropriate recommendations (when needed) to the CITY.

- k. The City will be responsible for all permit fees.



**PROJECT SCHEDULE**

**CITY OF ROCHESTER HILLS**

**PROJECT #3, EMMONS POCKET PARK AND ARCHITECTURAL GATEWAY FEATURES  
CONSTRUCTION ENGINEERING SERVICES**

The CONSULTANT will provide construction engineering services for the duration of the construction project as outlined in the Contract Proposal, which states the project shall start in mid-September, 2019, have substantial completion date on June 30, 2020, and final completion including all restoration accepted by May 29, 2021. Should the project extend beyond the completion date, a contract Amendment may be required to complete the work.



**PAYMENTS TO CONSULTANT**

**CITY OF ROCHESTER HILLS**

**PROJECT #3, EMMONS POCKET PARK AND ARCHITECTURAL GATEWAY FEATURES  
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 two hundred forty thousand dollars (\$240,000.00).