

INDIVIDUAL PROJECT SUPPLEMENT NO. 25

Dated _____

To

CONTINUING SERVICES AGREEMENT

Between

Orchard, Hiltz & McCliment, Inc.

and

City of Rochester Hills

For

PROFESSIONAL SERVICES

PROJECT: Avon Intersection Improvements at Livernois and Rochester Roads

ATTACHMENT A - SCOPE OF SERVICES

Orchard, Hiltz & McCliment, Inc. (CONSULTANT) will provide the following professional services for the City of Rochester Hills (CITY) as set herein. The CONSULTANT shall, as requested by the CITY Engineer:

Description of Project

Project consists of preparing engineering plans for the widening of Avon Road at the intersections of Avon Road and Livernois Road and Avon Road and Rochester Road. It is anticipated that Avon Road will be widened west of Livernois in the eastbound and westbound directions to extend the center turn lane for eastbound to northbound traffic. Similarly, Avon Road will be widened east of Rochester Road in the westbound direction to create a longer right turn lane for westbound travelers.

Full topography will be required in the area of the widenings. Plans will consist of the following sheets:

- Note Sheet
- Removal/Construction Sheets
- Profile Sheet (if necessary)
- Maintaining Traffic Sheets
- Pavement Marking Signing and Striping Sheets
- Soil Erosion Sheet

Design Criteria and Standards

1. Prepare contract documents, opinions of probable construction cost, and do other related work necessary to assist the CITY in the development of the design package for the PROJECT. Geotechnical investigations will be performed by the CITY'S Soil Consultant (Schleede Hampton) and will not be part of this Agreement.
2. Attend meetings (up to three) and make such trips to the offices of the CITY and to the site of the work to confer with representatives of the CITY, as may be necessary in the carrying out of the work under this Agreement.

Preliminary Design Phase

1. During the preparation of the contract documents, make such changes and revisions in said documents and supporting material as are considered necessary and desirable by the CITY to assure conformance of documents to good design and standard practices, and to have said documents and other material in proper form. Revisions requested by the CITY shall be consist to the review stage in which the plans are being reviewed. Revisions out of sequence may be justification for additional compensation.
2. Investigate the need to extend the pathway and storm sewer inlet north of Avon Road. Submit for approval by the CITY preliminary contract documents for the PROJECT. Design the intersection widenings, based on the 2001 ASHSTO standards for road design.
3. The project will be designed in English units. The plans will show the horizontal and profile view on the separate sheets and will be at a scale of 1" = 40' horizontal and 1" = 4' vertical.
4. Provide topographic survey. Horizontal and vertical datums shall correspond to RCOC standards.
5. Provide structure inventories for all structures within the project limits defining depth of structure, condition and pipe direction and size of all pipes entering the structure.
6. The project is to be designed to minimize future maintenance and address public safety issues; e.g. sight distance, fixed obstacles, etc.
7. Frontage areas, including new swales, will be restored with seed and mulch unless otherwise directed by the CITY.
8. Measures are to be utilized as necessary to minimize impact to the environment.
9. Review the project for adequate road drainage from side yard and front yard areas abutting the roadway.
10. Existing mailboxes shall be removed and reinstalled on new wood posts.
11. The existing right-of-way and property line information shall be provided by the CITY and will be incorporated into the plans.

12. The existing water main and sanitary sewer line information will be merged into the plans from data supplied from the CITY'S Geographic Information System.
13. Meet with CITY up to three occasions to review the plans and visit the project site.
14. Prepare preliminary detailed engineer's opinion of probable construction cost.
15. Perform Quality Control/Quality Assurance review.

Final Design Phase

1. After approval and acceptance of the preliminary contract documents by the CITY, prepare and submit complete contract documents, estimates of quantities, design calculations if requested and engineer's opinion of probable construction cost for all necessary work, included in the complete design of the PROJECT.
2. On completion of the design of the PROJECT and final approval thereof by the CITY, deliver to the CITY the following:
 - a. One (1) reproducible set of final contract documents and 10 complete copied sets to the City for the transfer of the design to the RCOC.
 - b. Provide an opinion of probable cost of construction. Separate opinion of cost for each intersection will be provided.
 - c. One (1) reproducible set of design calculations, if requested.
 - d. Upon request by the CITY, make available thereto, notes utilized in the preparation of the contract documents and opinions of probable cost.
3. During the performance of the SERVICES, be responsible for any loss or damage to the documents, hereinafter enumerated as belonging to the CITY while they are in possession. Restoration of lost or damaged documents shall be at the CONSULTANT'S expense.
4. The bid documents will utilize the 2003 Michigan Department of Transportation Standard Specifications for Construction, including applicable Supplemental Specifications and Special Provisions.
5. Permanent easements are not anticipated in the project.
6. Define grading permits and prepare grading permit documents as required. Acquisition of the grading permits is not included in this scope of work.
7. Furnish the City with design notes and survey information as requested. Provide copies of quantity calculations.
8. Prepare application forms and assemble all supporting information for the Michigan Department of Transportation for work within their right-of-way.

9. Prepare application forms and assemble all supporting information for the Road Commission for Oakland County for work within their right-of-way.

CITY'S Responsibilities

1. Schedule and attend design review meetings. One to two meetings are estimated.
2. Provide CONSULANT with electronic GIS information for utilities and right-of-way to assist in development of construction plans.
3. Coordinate final design with RCOG for inclusion in their adjacent project or prepare final bid book for advertisement.
4. Forward any completed project permits to permitting agency and provide permit fee.

Services Not Included

1. Acquisition of grading permits.
2. Development of permanent right-of-way or drainage easement documents.
3. Permanent traffic signal design improvements.
4. Traffic signal modification due to maintenance of traffic to construct roadway improvements.
5. Payment of permit fees.
6. Geotechnical investigation.
7. Pavement structure design.
8. MDEQ Permitting.
9. Hydraulic modeling for culvert extension at Livernois.
10. Construction engineering, inspection and layout.
11. Preparing final bid books for construction.

Additional Services

You may wish to request additional services not covered within the scope of this proposal. Examples might include attendance at additional meetings. We would be happy to provide these or any other additional services on a time and materials basis utilizing the existing rate schedule with the City.

ATTACHMENT B - PERIOD OF SERVICE

This Individual Project Supplement expires on December 31, 2005.

Services shall be provided in a timely manner; as mutually agreed upon at the time the service is requested. OHM is prepared to begin conducting the initial field review within 5 working days of the notice to proceed. The preliminary plans would be available no later than 20 working days after the preliminary review meeting is held with the City. Final plans would then be available within 20 days after the review meeting.

ATTACHMENT C - COMPENSATION AND PAYMENTS

SERVICES provided under this Individual Project Supplement will be limited to a not-to-exceed amount of thirty-eight thousand five hundred fifty-two dollars and zero cents (\$38,552.00).

CITY shall pay CONSULTANT an amount equal to CONSULTANT's Rate Schedule for the SERVICES of CONSULTANT's employees engaged on the project, plus Reimbursable Expenses, and SUBCONSULTANT's charges, if any and upon the authorization of the City Engineer. The CONSULTANT's current Rate Schedule by personnel category is attached as Exhibit 1.

The amounts billed for CONSULTANT's services will be based on the applicable Rate Schedule for the cumulative hours charged to the Specific Project during the billing period, plus Reimbursable Expenses, plus SUBCONSULTANTS's charges, if any and upon the authorization of the City Engineer, times a Factor of 1.15.

This document including any attached Exhibits, and the continuing service agreement signed on September 13th, 2000 constitutes the entire Agreement between the CITY and Orchard, Hiltz & McCliment, Inc. and shall not be amended, altered or changed, except by written authorization executed by both parties. If this proposal is acceptable to you, please sign both copies and mail one back to us for authorization to proceed.

CITY OF ROCHESTER HILLS

By: _____
Pat Somerville, Mayor

In the presence of:

Date: _____

By: _____
Jane Leslie, Clerk

In the presence of:

Date: _____

ORCHARD, HILTZ & McCLIMENT, INC.

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

In the presence of:

Date: _____

EXHIBIT 1

Labor Rate Schedule



City of Rochester Hills

34000 Plymouth Road
Livonia, MI 48150

2005 RATE SCHEDULE

Principal	\$ 130.00
Senior Associate.....	\$ 125.00
Associate	\$ 120.00
Manager	\$ 125.00
Professional Engineer IV	\$ 120.00
Professional Engineer III	\$ 99.00
Professional Engineer II.....	\$ 93.00
Professional Engineer I.....	\$ 85.00
Graduate Engineer III.....	\$ 91.00
Graduate Engineer II.....	\$ 80.00
Graduate Engineer I	\$ 75.00
Engineering Technician IV	\$ 91.00
Engineering Technician III	\$ 78.00
Engineering Technician II.....	\$ 67.00
Engineering Technician I.....	\$ 57.00
Professional Surveyor	\$ 100.00
Graduate Surveyor	\$ 80.00
Surveyor III.....	\$ 77.00
Surveyor II	\$ 74.00
Surveyor I.....	\$ 63.00
Surveyor Aide	\$ 42.00
Word Processor	\$ 47.00
Clerical Aide	\$ 36.00
Engineering Aide	\$ 42.00
GIS Analyst III.....	\$ 120.00
GIS Analyst II.....	\$ 97.00
GIS Analyst I	\$ 82.00
GIS Technician I	\$ 58.00
Computer Technician III	\$ 74.00
Computer Technician II	\$ 65.00
Computer Technician I.....	\$ 56.00
DB/AD Developer.....	\$ 139.00
IT Technician III	\$ 140.00
IT Technician II	\$ 115.00
IT Technician I.....	\$ 82.00
ROW Coordinator	\$ 120.00