

INDIVIDUAL PROJECT SERVICES AGREEMENT 017

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

Dated _____

**For
PROFESSIONAL SERVICES**

Project: Auburn Road Reconstruction - Construction Engineering (Project #1), Culbertson Ave. to Dequindre Road

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 as completed by Dec. 31, 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 \$915,000.

This document 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

ORCHARD, HILTZ & MCCLIMENT, INC.

BY: _____
Rhett Gronevelt, PE
Principal

In the presence of



Attachment A - Scope of Services (Project #1)
Auburn Road from Culbertson Ave. to Dequindre Road

The overall project is currently estimated to be \$10.1M 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.
2. Contract 2 – Improvements to Alleyways parallel to Auburn Rd, and parking lots construction. This contract is currently out for bids through City of Rochester Hills.
3. Contract 3 – Construction of a Pocket Park at Emmons St., and 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 in Contract 1 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 replacement, curb and gutter replacement, public utilities, storm sewer, streetscape elements, and lighting 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. Road, sidewalk and crosswalk installations.
 2. Proposed curb and gutter locations.
 3. Proposed storm sewer location.
 4. Proposed traffic control signs, as necessary.
 5. Public Utilities
 6. 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 provided with the inspector daily reports to meet CITY and/or MDOT deadlines for payment purposes.
 - b. MDOT's Field Manager software shall be used to generate pay estimates and project pay quantities, materials used and testing results.
 - c. Provide an experienced office technician knowledgeable in aspects of the Field Manager system, and procedures regarding project record documentation. Provide administrative support and provide computer equipment necessary to run Field Manager system. MDOT filing nomenclature and hierarchy must be followed.
 - d. Perform Davis Bacon Wage Rate interviews and review contractor payrolls and resolve payroll issues with the contractor or their subcontractors.
 - e. CONSULTANT will assist with the resolution of claims and/or contract document interpretation.
 - f. CONSULTANT will review contractors progress relative to approved project schedules to monitor compliance with contract deadlines
 - g. Notify the CITY and the MDOT LAP Engineer immediately of any unanticipated project conditions and any changes, extras, or adjustments to the contract before processing a Work Order and/or Recommendation.
 - h. 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.
 - i. 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.
 - j. Coordination with MDOT as needed to comply with MDOT and Federal aid process (for Contract 1)
 - k. Prepare such periodic, intermediate and final reports and records as may be required by the MDOT in a format acceptable to MDOT, and as are applicable to the Project, which as a minimum shall include:
 - i. Inspector's Daily Reports
 - ii. Work Orders
 - iii. Construction Item and Tested Material Records using Field Manager
 - iv. Transfer of Tested Materials
 - v. Moisture and Density Determination Reports (Form 582BM)
 - vi. Inspector's Report of Concrete Placed (Form 1174A-M)
 - vii. NPDES Storm Water Operator Reports



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- viii. Labor Compliance, such as the Weekly Employment and OJT Report (Form 1199)
 - ix. Construction Estimate Bi-Weekly Report
 - x. Bi-Weekly Construction Progress Report
 - xi. Force Accounts
 - xii. Contract Modifications (Recommendations and Authorizations)
 - xiii. Extension of Time and Liquidated Damages
 - xiv. Contractor Evaluation (Form 1182)
 - xv. Other records and/or reports as required for the individual Project by the CITY and/or as required by Specifications, Plans, Proposal, the Michigan Construction Manual, the Materials Sampling Guide, and other applicable references, guidelines, and/or procedures manuals.
- l. Review, process, and/or approve construction Contractor submittal of records and reports required by the MDOT as applicable to the Project, which as a minimum include:
- i. Working Drawings
 - ii. Weekly Employment Reports and Certified Payrolls
 - iii. Contractor's claims for additional compensation and extension(s) of time
 - iv. Other reports and records as required for the individual Project by the CITY
- m. Maintain project files in accordance with the MDOT Office Manual and Procedures. Provide copies of select correspondence and documentation to the MDOT LAP Project Engineer, as required.
- n. 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. As built drawings shall include all drawing sheets except the Maintenance of Traffic sheets.
 - ii. Participate in and resolve items determined to be insufficient during MDOT'S review(s) of project records prior to submitting the Final Estimate. Within 45 calendar days of the actual project completion date, the project records shall be ready for the Final Records Review.
 - iii. 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 30 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:
- 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'S practice



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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. Provide appropriate coordination with affected local, state, and/or federal agencies, 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.
- f. 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.
- g. The CONSULTANT will develop and coordinate with the CITY, draft letters/notices to the area businesses and residents, as needed, at the start of construction; and when needed, send out letters when there are changes in construction sequences or schedule. Notifications will be handled by door hangars handed out by OHM, or by using electronic communication, e-mail software Constant Contact. If requested, the CONSULTANT will participate in other CITY business/resident communication initiatives.
- h. CONSULTANT will 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 such as "Constant Contact"
- i. Keep daily diaries, sketches, logs, and records consistent with CITY/MDOT practices 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.
- j. 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. Time and effort is not included to resolve issues contractor claims that go to the Oakland TSC, Region Office of Lansing. If these type of claims arise, a separate cost will be negotiated.
- k. 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, in accordance with Section 104.10 of the 2012 Standard Specification, shall represent these claims for Construction and follow MDOT'S Written Claim Procedures in affect at the time the Construction Contractor files the claim.
- l. Materials Testing will be performed by the CITY'S testing consultant and work directly for the City and 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.



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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 plans and specifications.
 - 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 work progress for the day.
 - c. Measure and compute quantities, and provide appropriate documentation of materials incorporated in the work and items of work completed, and maintain an item record account using Field Manager software.
 - d. Track insufficient tested materials and notify the Contractor on a bi-weekly basis.
 - 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.
 - 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 and appropriate MDOT personnel, as directed by current MDOT policy, to participate in the final acceptance.



PROJECT SCHEDULE

CITY OF ROCHESTER HILLS

AUBURN ROAD CONSTRUCTION ENGINEERING SERVICES

The CONSULTANT will provide construction engineering services for the duration of the construction project as outlined under the Progress Clause in the Contract Proposal, which states the project shall start in mid-April, 2019 and be completed on Nov. 16, 2021. Preliminary project setup work will at start at the end of March, 2019. 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

AUBURN ROAD 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 nine hundred fifteen thousand dollars (\$915,000.00).

The following is a summary of anticipated services:

• Construction Staking	\$148,975
• Construction Observation	\$446,000
• Construction Contract Administration	\$138,350
• Construction Engineering	\$181,675