

AGREEMENT FOR CONSULTING SERVICES

CITY OF FARMINGTON HILLS

THIS AGREEMENT, made and entered into the _____ day of _____, 20 _____, by and between the CITY OF FARMINGTON HILLS, a Michigan Municipal Corporation, referred to as the CITY, and _____ with offices located at _____ hereinafter called the CONSULTING ENGINEER.

WITNESSETH:

That, in consideration of the mutual covenants and agreements herein contained, the parties hereto do mutually agree as follows:

A. CONSTRUCTION PROJECT:

The construction project shall consist of

B. REVIEW BY THE CITY:

The City will require that reviews between the City and the Consultants take place in order that the City's input can be an integral part of the project. This input may occur at various times during the design of said project. These reviews will consist, as a minimum, of a preliminary review which will follow the preliminary design by the consultant. The second review will take place no later than two weeks prior to the plans being made available to contractors for bidding purposes. The purpose of these reviews will be to allow the City and the consultants to discuss the actual design of the project. This will also allow the City input into the project that may have not been formally discussed in prior meetings. It is possible that this input could result in changes in the design of the project. These reviews must be conducted as the payment schedule is tied to these reviews.

C. ENGINEERING SERVICES:

The Consulting Engineer shall provide engineering services as follows:

SECTION 1 - DESIGN PHASE

a. PRELIMINARY:

Provide a preliminary design which will include the following and will be complete in _____ calendar days following the execution of this agreement.

1. Definition of the Project and its boundaries/or scope. This includes the detail of design, i.e.: storm drainage calculations, basis for road cross-section design, etc.
2. Input from other agencies where permits or approvals may be necessary. Identify the specific agencies and timing of obtaining permits.
3. Provide surveys and drawings and/or sketches to show the conceptual design of the project.
4. Itemized preliminary estimate for the cost of the project improvements.
5. Identify any special problems or concerns that may cause time delays or that may increase the project cost.
6. Provide in writing to the City the engineering fee (expressed as a percent amount) based upon the preliminary estimate.

b. FINAL DESIGN:

1. Procure all necessary field information and prepare detailed drawings acceptable to the City and suitable for advertising for bids and construction of the project.
2. Confer with representatives of the City as required and secure all necessary approvals and permits of other agencies for the proper construction of the project.
3. Prepare specifications, contract documents and estimates of project cost.
4. Furnish the City with _____copies of plans, specifications and contract documents.
5. Prepare the advertisement for bids, prepare bid documents, secure bids, tabulations of bids received, analyze bids received, and make recommendations as to the award of the contract.
6. Prepare final contract documents.
7. Obtain soil borings, specialized sub-surface investigations, or any other

specialized work that is to be done by other consultants that may be required for the project. These services will be secured by the consultants executing this agreement, with the approval of the City. The cost of these services, along with the test results, will be billed directly to the City following the completion of the testing by the Consultant executing this agreement.

8. Prepare any required easement and/or right-of-way descriptions (including necessary computations and land surveying) upon request by the City. This also should include a survey drawing for acquisition purposes.
9. The Consulting Engineer agrees to complete plans for this project in _____calendar days, following the execution of this agreement.

SECTION 2 - CONSTRUCTION PHASE

- a. Consultation with, and advice to, the City or its representatives during construction.
- b. Make plan changes or sketches as required to meet unforeseen conditions that may arise during construction.
- c. Check all shop drawings or other plans submitted by the Contractor.
- d. Evaluate and make recommendations to the City relative to any field changes necessary to complete the project.
- e. Make periodic observations and reviews of work in progress, make final review and report of the completed project, and supply the City with final as-built mylars, including field work necessary for these mylars. All other field notes and design information shall be forwarded to the City.

SECTION 3 - LAYOUT AND STAKING FOR CONSTRUCTION

The Consulting Engineer shall furnish all necessary staking and re-staking so as to control the location of construction and line and grade thereof in accordance with the plans.

SECTION 4 - INSPECTION SERVICES

The Consultant, only if directed by the City, shall provide daily inspections of the work. The City shall determine, based upon the type of project, the frequency of the inspection. A detailed daily report will be completed each day accounting for the work accomplished by the Contractor.

SECTION 5 - SPECIAL SERVICES

Any specialized reports, cost benefit analysis, as required by the City, shall be prepared by the Consulting Engineer. This should be billed to the City at the rate of _____.

SECTION 6 - PAYMENTS TO THE CONSULTING ENGINEER

The City shall pay the Consulting Engineer for engineering services as follows:

- a. For services described under Section 1 and 2, a total percentage fee based on curve _____ of the latest edition of the American Society of Civil Engineers Manual No. 45, which manual is made a part of this agreement by reference hereto. In cases where the actual final construction cost falls between the percentages as defined on the above mentioned curve, the fee for basic services shall be a straight line interpolation of percentages as shown on said curve.
- b. Layout and staking services invoices for such services under Section 3 - Layout and Staking for Construction, shall be _____% of construction cost, or based on \$_____ per day. These shall be submitted monthly to the City for payment.
- c. Should construction inspection be requested under Section 4 - Inspection Services; invoices in the amount of \$_____ per inspection day (8-hour day, 1 man) plus \$_____ per hour for each hour in excess of 8 hours will be billed.
- d. Direct certified payroll cost for all classifications and employees involved in the project shall be furnished as required where compensation for services involves payment by an hourly rate.
- e. Payments will be made to the consultant as outlined in Section 7 - Payment Schedule.

SECTION 7 - PAYMENT SCHEDULE

- a. For services rendered under Section 1 and Section 2 as outlined in the respective section, payment shall be upon receipt of invoice.
1. Following the preliminary review, 10% of the consultant's fee, based on the estimated construction cost, will be paid by the City.
 2. Following the final review of the final design by the City, 45% of the consultant's fee, based on the estimated cost of construction, will be paid by the City.
 3. Following the procurement of bids and award of the contract, if such award is granted, 30% of the consultant's fee, based on the low bid, will be paid by the City to the consultant.
 4. The final payment shall be made to the consultant in the amount of 15% of the final cost of the project when the project is completed and as-built drawings have been forwarded to the City, and the project approved by the City.

Payment for Items C and D outlined above shall be made as outlined, but may reflect reduced or increased amounts should the final construction cost be higher or lower than the original estimate. This will be done in order to balance previous payments so that the total payment made to the Consultant Engineer, for work done under Sections 1 and 2, will not exceed the percent agreement upon applied to the final construction cost.

SECTION 8 - ADDITIONAL CONDITIONS AND TERMS

- a. The City shall have the right to terminate the subject project and this agreement at any time upon written notice to the Consulting Engineer. In the event the City elects to terminate the subject project, prior to full performance of the Consulting Engineer's services hereunder, the Consulting Engineer shall become reimbursed as follows:
1. Services which have been completed shall be paid for in accordance with the schedule fees herein set forth, based on current engineer's detailed construction cost estimate. The estimate may be modified from time to time to reflect current costs agreed upon by the City and the Consulting Engineer.

2. In the event a service has not been completed at the time of termination, the Consulting Engineer shall be compensated for the completed portion thereof, based on actual payroll plus profit, which will be agreed upon by the City and the Consultant, or the schedule fee set forth herein, whichever is less.
- b. In the event, a work stoppage of the project by the City, or through an act of God, or as a result of any act, condition, or happening beyond the control of the parties hereto, the Consulting Engineer shall be entitled to compensation for such work as may have been completed as of the date of the stoppage. All design information and materials shall become the property of the City.
- c. This agreement shall be binding upon the parties, their successors and assigns; provided, however, that the parties hereto shall not assign this contract, except for the written consent of both parties.
- d. The services provided by this agreement cannot include, nor contemplate, the preparation for, or appearance in, litigation on behalf of the City, but shall include such services by the Consulting Engineer as shall be necessary for public hearings before the City as the City deems necessary.
- e. The Consulting Engineer holds harmless the City, its officers, agents and employees, against liability caused by the sole negligence of the Consulting Engineer, and assumes full responsibility for all of its acts or omissions in violation of this agreement; and also that of its officers, agents, and employees acting within the scope of their authority. The Consulting Engineer has the right to defend any lawsuit commenced against the City and will pay any judgments and costs that may be rendered against the City in such proceedings which are based upon the sole negligence of the Consulting Engineer. The Consulting Engineer will purchase and maintain Workmen's Compensation Insurance, Employee's Liability Insurance, Comprehensive Liability and Property Damage Insurance in an amount satisfactory to the City. Proof of insurance must be forwarded to the City prior to payment being made as outlined in Section 7a.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

In the Presence of:

CITY OF FARMINGTON HILLS,
a Michigan Municipal Corporation

BY: _____

Thomas P. Biasell
Director of Public Services

BY: _____

William C. Otwell, Jr.
City Engineer

In the Presence of:

(Consulting Engineer)

BY: _____

(President's Name)

BY: _____

(Vice-President's Name)

Form/Consulting Agreement 1-04