



# CITY of NOVI CITY COUNCIL

**Agenda Item J**  
**July 11, 2011**

**SUBJECT:** Approval to award an engineering services contract for construction engineering services related to the Crescent Boulevard Extension (Phase 1) project to URS Corporation, in the amount of \$40,277.

**SUBMITTING DEPARTMENT:** Department of Public Services, Engineering Division *RH* *BLC*

**CITY MANAGER APPROVAL:** *[Signature]*

<b>EXPENDITURE REQUIRED</b>	<b>\$40,277</b>
<b>AMOUNT BUDGETED</b>	<b>\$83,710</b>
<b>LINE ITEM NUMBER</b>	<b>204-204.00-805.260</b>

## BACKGROUND INFORMATION:

The Crescent Boulevard extension is a multi-phased project to extend Crescent Boulevard (formerly known as Fonda Drive) from the current western terminus at Expo Center Drive to Grand River Avenue including an industrial spur road to the west to serve existing industrial property, and a bridge over the Walled Lake Branch of the Middle Rouge River. A map showing the overall project, which has historically been referred to as the Northwest Quadrant Ring Road project, is attached for reference.

A scoping study was completed in 2007 indicating the project would provide immediate and future benefits to the entire area. Design engineering for all phases of the project was awarded to URS in February 2009. The project was recently divided into three phases to facilitate construction, given the current availability of funding for the project.

This initial phase of the Crescent Boulevard extension was funded in the FY2011-12 Capital Improvements Program and includes the reconstruction of Crescent Boulevard from Novi Road through the intersection of Expo Center Drive and rehabilitation of Expo Center Drive to the north right-of-way limits. Phase 1 will result in the closure of a the driveway and median crossing for Big Boy on Crescent Blvd and the addition of a driveway on Expo Center Drive to better manage future traffic in the area. The project will also reconfigure the boulevard islands and the Crescent/Expo Center Drive intersection to improve future traffic and improve the sidewalks and pedestrian crossings in the area. Crescent will terminate to the southwest as a temporary measure until a future phase extends the road to the south. The attached sheets from the design plans show the current and proposed conditions to illustrate the proposed Phase 1 improvements, and the overall project including future phases. Phase 2 includes the bridge over the Rouge River and Phase 3 includes the remainder of Crescent Boulevard to Grand River and the industrial spur road.

The construction phase engineering fees are determined using two components: 1) the contract administration fee, which is determined using the fee percentage in Exhibit B of the Agreement For Professional Engineering Services for Public Projects, and 2) the construction inspection fee determined using a cost per inspection (crew) day from Exhibit B of the consultant's agreement that is then multiplied by the number of days of

inspection specified by the contractor. The construction phase fees for this project include a contract administration fee of \$25,517 (7% of \$364,524 construction bid) and an inspection fee of \$14,760 (\$615 per crew day, multiplied by the 24 days provided in the contractor's bid) for a total fee of \$40,277.

The construction contract award is also being considered as an action item on this agenda. Construction is scheduled to begin in summer 2011 and completion is anticipated by fall 2011.

**RECOMMENDED ACTION:** Approval to award an engineering services contract for construction engineering services related to the Crescent Boulevard Extension (Phase 1) project to URS Corporation, in the amount of \$40,277.

	1	2	Y	N
<b>Mayor Landry</b>				
<b>Mayor Pro Tem Gatt</b>				
<b>Council Member Fischer</b>				
<b>Council Member Margolis</b>				

	1	2	Y	N
<b>Council Member Mutch</b>				
<b>Council Member Staudt</b>				
<b>Council Member Wrobel</b>				





PHASE 1  
 FUTURE PHASES

**INDUSTRIAL SPUR CURVE C**  
 $\Delta = 41^\circ 18' 34''$  (RT)  
 $D = 14^\circ 19' 26''$   
 $T = 150.79'$   
 $L = 288.40'$   
 $R = 400.00'$   
 $E = 27.46'$   
 PC = 32+95.38    N = 359.679.10    E = 13,362,561.46  
 PI = 34+20.17    N = 359.686.04    E = 13,362,712.08  
 PT = 35+57.77    N = 359.591.82    E = 13,362,829.81  
 PR. SUPER = NC

**CRESCENT BLVD CURVE C**  
 $\Delta = 72^\circ 49' 40''$  (RT)  
 $D = 10^\circ 54' 49''$   
 $T = 387.26'$   
 $L = 667.32'$   
 $R = 525.00'$   
 $E = 127.38'$   
 PC = 13+49.21    N = 359.317.17    E = 13,362,867.10  
 PI = 17+35.47    N = 359.690.82    E = 13,362,968.85  
 PT = 20+16.53    N = 359.703.93    E = 13,363,355.89  
 PR. SUPER = NC

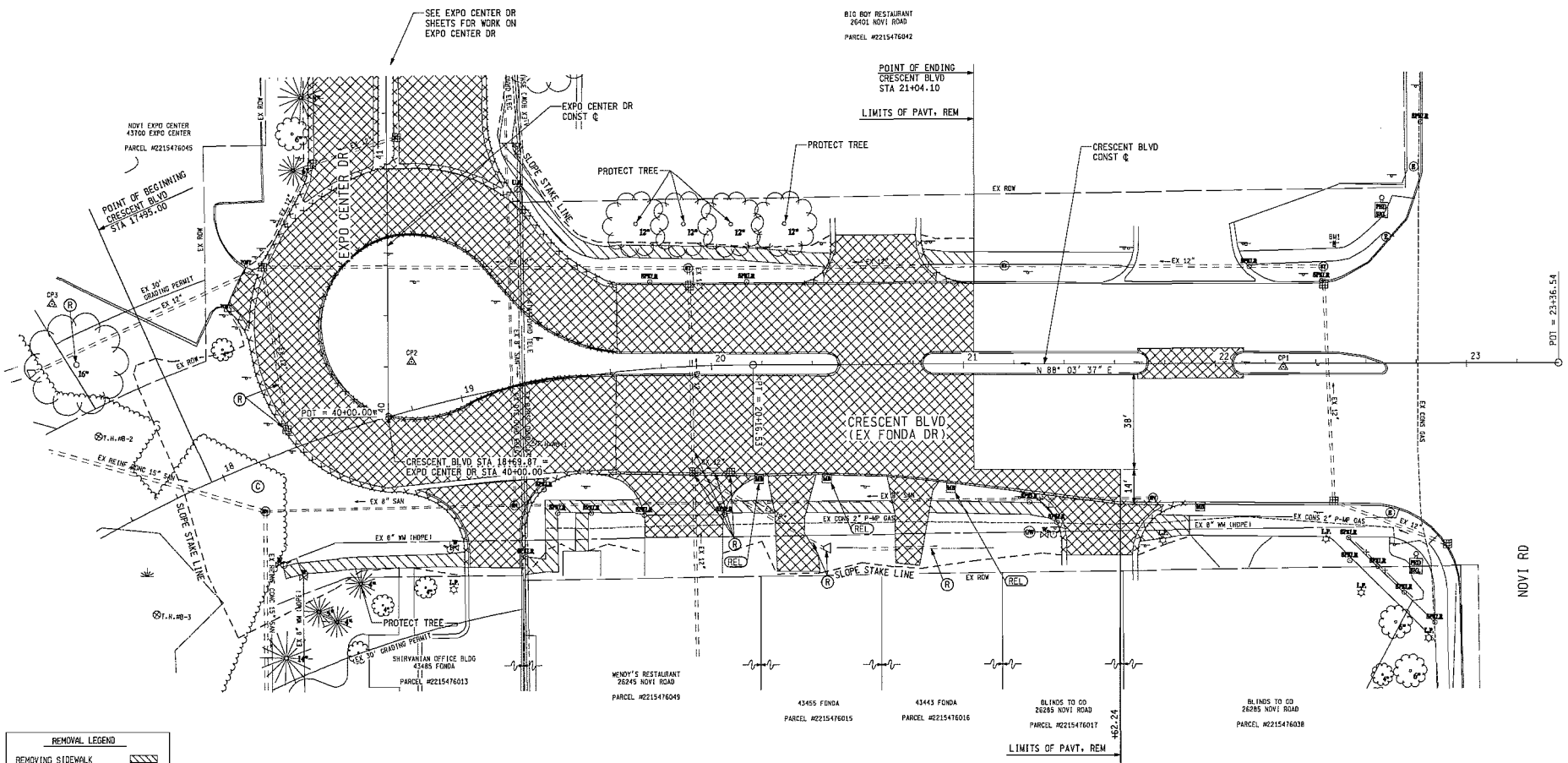
**PLAN**  
 1"=100'

J. N. R. S. R. REVISION DATE AUTH.
 URS Systems Transportation Grand Rapids, Michigan Grand Haven, Michigan
 <b>NOVI</b>
CITY OF NOVI RING ROAD PHASE 1 VICINITY SHEET
DATE: 06/07/11 CHECKED BY: SKV WORKED DRAW: TRM
JOB NO. <b>12941940</b> DATE <b>06/07/11</b> SHEET NO. <b>2</b>

CURVE CRESCENT BLVD C  
 A = 124' 49' 40" (RT)  
 D = 104' 54' 49"  
 T = 387.26'  
 L = 667.35'  
 R = 525.00'  
 C = 127.38'  
 PC = 13+49.21    N = 359,317.17    E = 13,362,867.10  
 PI = 17+36.47    N = 359,690.82    E = 13,362,968.85  
 PT = 20+16.53    N = 359,705.93    E = 13,363,355.85  
 PR. SUPER = NC

REMOVAL QUANTITIES - THIS SHEET

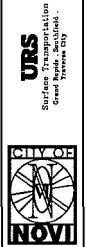
5	Ea	Tree Protection
2743	Syd	Pavt, Rem
236	Syd	Sidewalk, Rem
821	Ft	Curb and Gutter, Rem
0.07	Ac	Clearing
1	Ft	Tree, Rem, 19 Inch to 36 Inch
226	Ft	Sewer, Rem, Less than 24 Inch
3	Ea	Dr Structure, Rem
1	Ea	Culv End, Rem, Less than 24 Inch
1	Ea	Culv, Rem, Less than 24 Inch



REMOVAL LEGEND

REMOVING SIDEWALK	
REMOVING PAVEMENT	
REMOVING CURB, GUTTER AND CURB & GUTTER	
REMOVING	
CLEARING	

FILE NO.	DATE	REVISION



CITY OF NOVI  
 WORKED ON BY: TRW  
 DATE: 06/07/11  
 CHECKED BY: SKK

JOB NO.  
 12941940  
 DATE  
 06/07/11  
 SHEET NO.  
 7

PLAN  
 1"=20'  
 REMOVAL SHEET

CURVE CRESCENT BLVD C  
 $\Delta = 72^\circ 49' 40''$  (RT)  
 $D = 10^\circ 54' 49''$   
 $T = 187.26'$   
 $L = 867.32'$   
 $R = 525.00'$   
 $E = 127.38'$   
 $PC = 13+49.21$  N = 359,317.17 E = 13,362,867.10  
 $PT = 17+36.47$  N = 359,600.92 E = 13,362,868.85  
 $PI = 20+16.53$  N = 359,703.93 E = 13,363,355.89  
 $PR, SUPER = NC$

STATION @ C OF DRIVE	PROPOSED DRIVEWAY WIDTH FT	TYPE	RADIUS		Integral Curb and Gutter *	Driveway, Nonreinf Conc, 8 Inch	Driveway Opening, Conc, Det M *	Aggregate Base, 21AA, 8 Inch	Sidewalk, Conc, 8 Inch
			ENTERING	EXITING					
CRESCENT BLVD STA 18+96.86 RT	20.83	M	23	23	56	110	46	110	425
CRESCENT BLVD STA 19+84.48 RT	27.00	M	18	18	40	96	41	96	428
CRESCENT BLVD STA 20+33.52 RT	10.00	L				30		30	236
CRESCENT BLVD STA 20+81.52 RT	10.00	L				30		30	210
CRESCENT BLVD STA 21+54.17 RT	26.23	M	20	20	43	102	46	102	431
TOTALS						368		368	1730

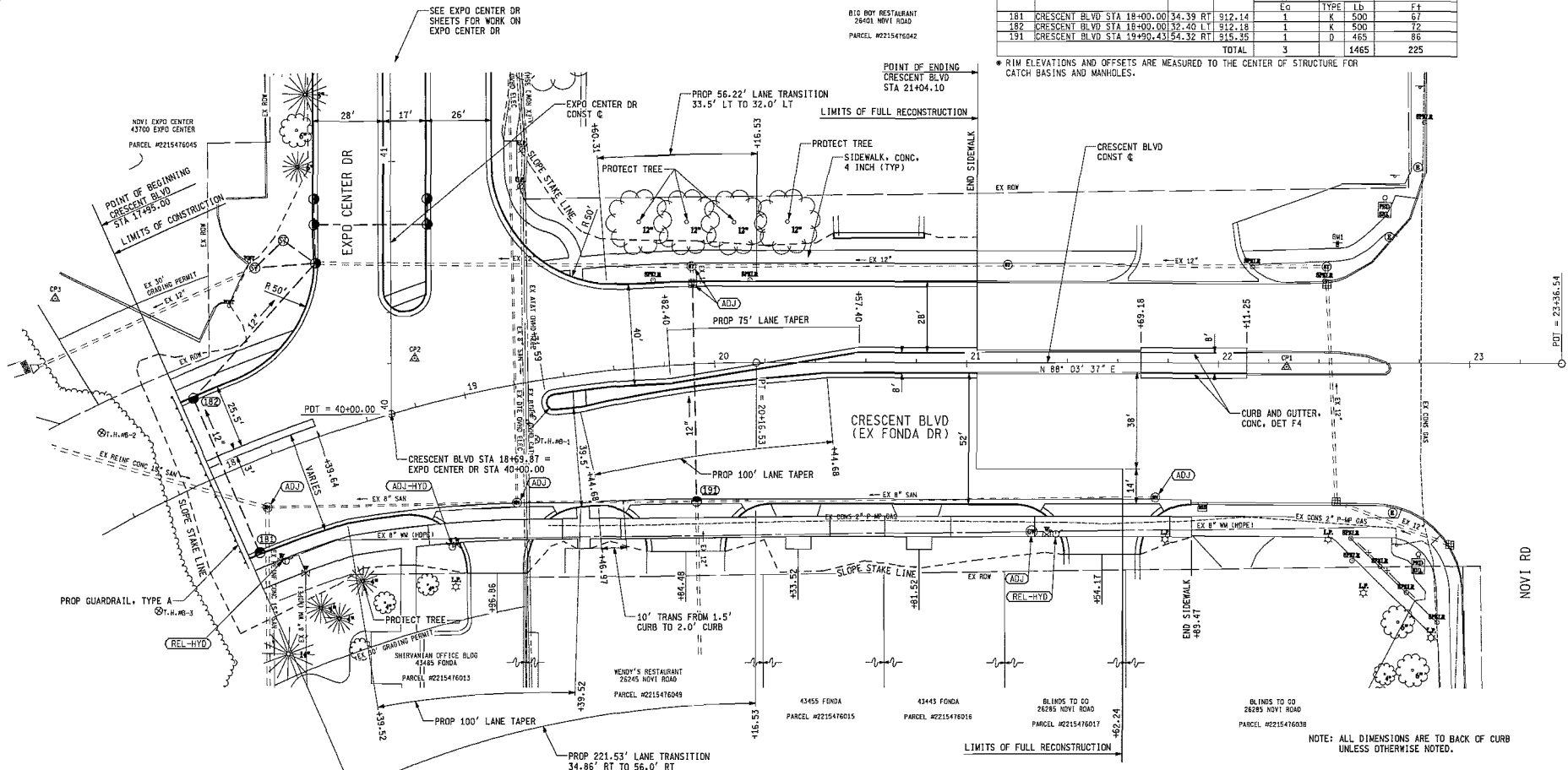
\* FOR INFORMATION ONLY. PAID AS DRIVEWAY, NONREINF CONC, 8 INCH.

CONSTRUCTION QUANTITIES - THIS SHEET

2763	Syd	Aggregate Base, 21AA, 8 Inch
2763	Syd	Concrete Pavement w/Integral Curb, Non-reinf, 9-inch
674	Ft	Underdrain, Open Graded, 6 Inch
3	Eq	Adjust Sanitary Sewer Manhole Cover
2	Eq	Dr Structure, Top, 12 Inch
2	Eq	Dr Structure Cover, Adj, Case 2
1	Eq	Hydrant, Adjust
1	Eq	Hydrant, Relocate, Case 1
1	Eq	Hydrant, Relocate, Case 2
1	Eq	Adjust Gate Well Cover
3	Eq	Remove and Re-set Mailboxes
84	Ft	Curb and Gutter, Conc, Det F4
2855	Sft	Sidewalk, Conc, 4 Inch
80	Sft	ADA Detectable Warning Plate - New Construction
75	Ft	Guardrail, Type A

STRUCT NO.	STATION	OFFSET*	RIM ELEV**	Dr Structure, --- Inch dia		Sewer, --- Inch, Tr Det B
				48"	12"	
181	CRESCENT BLVD STA 18+00.00	34.39 RT	912.14	1	K	500
182	CRESCENT BLVD STA 18+00.00	32.40 LT	912.18	1	K	500
191	CRESCENT BLVD STA 19+50.43	54.32 RT	915.35	1	D	465
TOTAL				3		1465

\* RIM ELEVATIONS AND OFFSETS ARE MEASURED TO THE CENTER OF STRUCTURE FOR CATCH BASINS AND MANHOLES.



NOTE: ALL DIMENSIONS ARE TO BACK OF CURB UNLESS OTHERWISE NOTED.

PLAN  
 1"=20'

CONSTRUCTION SHEET

FINAL B.O.A.C. REVISION

DATE: 06/07/11

NOVI

CITY OF NOVI RING ROAD PHASE 1  
 CRESCENT BLVD

DATE: 06/07/11

CHECKED BY: SJK

FILE NAME: 100\_CRESCENT.DWG

JOB NO. 12941940  
 DATE 06/07/11  
 SHEET NO. 8



**SUPPLEMENTAL PROFESSIONAL ENGINEERING SERVICES AGREEMENT**

**NORTHWEST QUADRANT RING ROAD – PHASE 1**  
**(aka Crescent Boulevard Extension)**

This Agreement shall be considered as made and entered into as of the date of the last signature hereon, and is between the City of Novi, 45175 W. Ten Mile Road, Novi, MI 48375-3024, hereafter, “City,” and URS Corporation – Great Lakes., whose address is 27777 Franklin Road, Suite 2000, Southfield, MI 48034, hereafter, “Consultant.”

**RECITALS:**

This Agreement shall be supplemental to, and hereby incorporates the terms and conditions of the AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES FOR PUBLIC PROJECTS, and attached exhibits, entered into between the City and the Consultant on September 24, 2009.

The project includes the construction engineering services for the initial phase of the extension of Crescent Boulevard (fka Fonda Drive). The project will include reconstruction of the intersection at Crescent Blvd. and Expo Center Drive, with a temporary termination to the southwest to be extended during a future phase.

NOW, THEREFORE, in consideration of the foregoing, the City and Consultant agree as follows:

**Section 1. Professional Engineering Services.**

For and in consideration of payment by the City as provided under the “Payment for Engineering Services” section of this Agreement, Consultant shall perform the work described in the manner provided or required by the following Scope of Services, which is attached to and made a part of this Agreement as Exhibit A, all of said services to be done in a competent, efficient, timely, good and workmanlike manner and in compliance with all terms and conditions of this Agreement.

Exhibit A                      Scope of Services

**Section 2. Payment for Professional Engineering Services.**

1. Basic Fee.

- a. Design Phase Services: Refer to URS proposal dated January 21, 2009. Project design was awarded prior to the execution of the Agreement for Professional Engineering Services for Public Projects.
- b. Construction Phase Services: The Consultant shall complete the construction phase services as described herein according to the fee schedule as described below:

i. Contract Administration: The Consultant shall complete Contract Administration services for a lump sum fee of \$25,517, which is 7.0% of the awarded construction cost (\$364,524) as indicated on the Design and Construction Engineering Fee Curve. Construction Inspection: The Consultant shall complete Construction Inspection services for \$615 per crew day as described in the request for proposals. "Crew days" shall be defined by the construction contract documents as an 8 hour day. Crew days shall be billed in 4 hour increments rounded to the next half day, therefore a 10 hour day shall be 1.5 crew days, a 3 hour day is 0.5 crew days, a 6 hour day shall be 1.0 crew days. The minimum crew day charged for a no-show by the contractor shall be 2 hours (0.25 crew days) which is reflective of the actual cost to the Consultant for traveling to the site and traveling back to the office. There will be no payment to the consultant for extra crew days that were not charged to the contractor. The Consultant acknowledges that intent of using crew days for inspection services is to provide a method for the consultant to recoup costs associated with slow progress by the contractor.

2. Payment Schedule for Professional Engineering Services Fee.

Consultant shall submit monthly statements for professional engineering services rendered. The statements shall be based on Consultant's estimate of the proportion of the total services actually completed for each task at the time of billing. The City shall confirm the correctness of such estimates, and may use the City's own engineer for such purposes. The monthly statements should be accompanied by such properly completed reporting forms and such other evidence of progress as may be required by the City. Upon such confirmation, the City shall pay the amount owed within 30 days.

Final billing under this agreement shall be submitted in a timely manner but not later than three (3) months after completion of the services. Billings for work submitted later than three (3) months after completion of services will not be paid. Final payment will be made upon completion of audit by the City.

3. Payment Schedule for Expenses.

All expenses required to complete the scope of services described herein, including but not limited to costs related to mileage, vehicles, reproduction, computer use, etc., shall be included in the basic fee and shall not be paid separately. However, as compensation for expenses that are not included in the standard scope of services, when incurred in direct connection with the project, and approved by the City, the City shall pay the Consultant its actual cost times a factor of 1.15.

**Section 4. Ownership of Plans and Documents; Records.**

1. Upon completion or termination of this agreement, all documents prepared by the Consultant, including tracings, drawings, estimates, specifications, field notes, investigations, studies, etc., as instruments of service shall become the property of the City.

2. The City shall make copies, for the use of the Consultant, of all of its maps, records, laboratory tests, or other data pertinent to the work to be performed by the Consultant under this Agreement, and also make available any other maps, records, or other materials available to the City from any other public agency or body.

3. The Consultant shall furnish to the City, copies of all maps, records, field notes, and soil tests that were developed in the course of work for the City and for which compensation has been received by the Consultant.

**Section 5. Termination.**

1. This Agreement may be terminated by either party upon 7- days' prior written notice to the other party in the event of substantial failure by the other party to fulfill its obligations under this agreement through no fault of the terminating party.

2. This Agreement may be terminated by the City for its convenience upon 90 days' prior written notice to the Consultant.

3. In the event of termination, as provided in this Article, the Consultant shall be paid as compensation in full for services performed to the date of that termination, an amount calculated in accordance with Section 2 of this Agreement. Such amount shall be paid by the City upon the Consultant's delivering or otherwise making available to the City, all data, drawings, specifications, reports, estimates, summaries, and that other information and materials as may have been accumulated by the Consultant in performing the services included in this Agreement, whether completed or in progress.

**Section 6. Disclosure.**

The Consultant affirms that it has not made or agreed to make any valuable gift whether in the form of service, loan, thing, or promise to any person or any of the person's immediate family, having the duty to recommend, the right to vote upon, or any other direct influence on the selection of consultants to provide professional engineering services to the City within the two years preceding the execution of this Agreement. A campaign contribution, as defined by Michigan law shall not be considered as a valuable gift for the purposes of this Agreement.

**Section 7. Insurance Requirements.**

1. The Consultant shall maintain at its expense during the term of this Agreement, the following insurance:

- A. Worker's Compensation insurance relative to all Personnel engaged in performing services pursuant to this Agreement, with coverage not less than that required by applicable law.
- B. Comprehensive General Liability insurance with maximum bodily injury limits of \$1,000,000 (One Million Dollars) each occurrence and/or aggregate and minimum Property Damage limits of \$1,000,000 (One Million Dollars) each occurrence and/or aggregate.



- C. Automotive Liability insurance covering all owned, hired, and non-owned vehicles with Personal Protection insurance to comply with the provisions of the Michigan No Fault Insurance Law including Residual Liability insurance with minimum bodily injury limits of \$1,000,000 (One Million Dollars) each occurrence and/or aggregate minimum property damage limits of \$1,000,000 (One Million Dollars) each occurrence and/or aggregate.
- D. The Consultant shall provide proof of Professional Liability coverage in the amount of not less than \$1,000,000 (One Million Dollars) per claim and/or aggregate, and Environmental Impairment coverage. The retroactive date indicated on the policy shall either be unlimited, or, shall be the date that the Consultant established its initial coverage.

In the event that Consultant is sold or dissolved, Consultant shall provide purchase, at its expense, a "tail" or extended reporting period for the professional liability coverage for a period not less than 5 years.

2. The Consultant shall be responsible for payment of all deductibles contained in any insurance required hereunder.

3. If during the term of this Agreement changed conditions or other pertinent factors should in the reasonable judgment of the City render inadequate insurance limits, the Consultant will furnish on demand such additional coverage as may reasonably be required under the circumstances. All such insurance shall be effected at the Consultant's expense, under valid and enforceable policies, issued by the insurers of recognized responsibility which are well-rated by national rating organizations and are acceptable to the City.

4. All policies shall name the Consultant as the insured and shall be accompanied by a commitment from the insurer that such policies shall not be canceled or reduced without at least thirty (30) days prior notice to the City.

With the exception of professional liability, all insurance policies shall name the City of Novi, its officers, agents, and employees as additional insured. Certificates of Insurance evidencing such coverage shall be submitted to Sue Morianti, Purchasing Manager, City of Novi, 45175 West Ten Mile Road, Novi, MI 48375-3024 prior to commencement of performance under this Agreement and at least fifteen (15) days prior to the expiration dates of expiring policies.

5. If any work is sublet in connection with this Agreement, the Consultant shall require each subconsultant to effect and maintain at least the same types and limits of insurance as fixed for the Consultant.

6. The provisions requiring the Consultant to carry said insurance shall not be construed in any manner as waiving or restricting the liability of the Consultant under this Agreement.

**Section 8. Indemnity and Hold Harmless.**

A. The Consultant agrees to hold harmless and indemnify the City, its officers, agents, employees from and against all claims, demands, suits

liability, losses, damages or costs (including reasonable attorney fees and costs) arising out, of or resulting from the Consultant's tortious or negligent acts, errors, or omissions in performing this Agreement.

B. The City agrees, to the extent permitted by law, to indemnify and hold harmless the Consultant, its officers, partners, employees, stockholders, and sub-consultants (collectively Consultant) from and against any and all claims, suits, demands, liability, losses, damages or costs, including reasonable attorney's fees and costs arising out of or resulting from the City's tortious or negligent acts or errors in performing this Agreement.

C. Section 8(B) of this Agreement shall not apply to individual design and/or construction management projects.

The Consultant agrees that it is its responsibility and not the responsibility of the City to safeguard the property and materials used in performing this Agreement. Further, this Consultant agrees to hold the City harmless for any loss of such property and materials used pursuant to the Consultant's performance under this Agreement.

**Section 9. Nondiscrimination.**

The Consultant shall not discriminate against any employee, or applicant for employment because of race, color, sex, age or handicap, religion, ancestry, marital status, national origin, place of birth, or sexual preference. The Consultant further covenants that it will comply with the Civil Rights Act of 1973, as amended; and the Michigan Civil Rights Act of 1976 (78. Stat. 252 and 1976 PA 4563) and will require a similar covenant on the part of any consultant or subconsultant employed in the performance of this Agreement.

**Section 10. Applicable Law.**

This Agreement is to be governed by the laws of the State of Michigan and the City of Novi Charter and Ordinances.

**Section 11. Approval; No Release.**

Approval of the City shall not constitute nor be deemed release of the responsibility and liability of Consultant, its employees, associates, agents and subconsultants for the accuracy and competency of their designs, working drawings, and specifications, or other documents and services; nor shall that approval be deemed to be an assumption of that responsibility by the City for any defect in the designs, working drawings and specifications or other documents prepared by Consultant, its employees, subconsultants, and agents.

After acceptance of final plans and special provisions by the City, Consultant agrees, prior to and during the construction of this project, to perform those engineering services as may be required by City to correct errors or omissions on the original plans prepared by Consultant and to change the original design as required.

**Section 12. Compliance With Laws.**

This Contract and all of Consultants professional services and practices shall be subject to all applicable state, federal and local laws, rules or regulations, including without limitation,

those which apply because the City is a public governmental agency or body. Consultant represents that it is in compliance with all such laws and eligible and qualified to enter into this Agreement.

**Section 13. Notices.**

Written notices under this Agreement shall be given to the parties at their addresses on page one by personal or registered mail delivery to the attention of the following persons:

City: Rob Hayes, P.E., Director of Public Services and Maryanne Cornelius, Clerk, with a copy to Thomas R. Schultz, City Attorney

Consultant: Jan M. Hauser, P.E., Vice President Water/Wastewater

**Section 14. Waivers.**

No waiver of any term or condition of this Agreement shall be binding and effective unless in writing and signed by all parties, with any such waiver being limited to that circumstance only and not applicable to subsequent actions or events.

**Section 15. Inspections, Notices, and Remedies Regarding Work.**

During the performance of the professional services by Consultant, City shall have the right to inspect the services and its progress to assure that it complies with this Agreement. If such inspections reveal a defect in the work performed or other default in this Agreement, City shall provide Consultant with written notice to correct the defect or default within a specified number of days of the notice. Upon receiving such a notice, Consultant shall correct the specified defects or defaults within the time specified. Upon a failure to do so, the City may terminate this Agreement by written notice and finish the work through whatever method it deems appropriate, with the cost in doing so being a valid claim and charge against Consultant; or, the City may preserve the claims of defects or defaults without termination by written notice to Consultant.

All questions which may arise as to the quality and acceptability of work, the manner of performance and rate of progress of the work, and the interpretation of plans and specifications shall be decided by the City. All questions as to the satisfactory and acceptable fulfillment of the terms of this agreement shall be decided by the City.

**Section 16. Delays.**

No charges or claims for damages shall be made by the Consultant for delays or hindrances from any cause whatsoever during the progress of any portions of the services specified in this agreement, except as hereinafter provided.

In case of a substantial delay on the part of the City in providing to the Consultant either the necessary information or approval to proceed with the work, resulting, through no fault of the Consultant, in delays of such extent as to require the Consultant to perform its work under changed conditions not contemplated by the parties, the City will consider supplemental compensation limited to increased costs incurred as a direct result of such delays. Any claim for supplemental compensation must be in writing and accompanied by substantiating data.

When delays are caused by circumstances or conditions beyond the control of the Consultant as determined by the City, the Consultant shall be granted an extension of time for

such reasonable period as may be mutually agreed upon between the parties, it being understood, however, that the permitting of the Consultant to proceed to complete the services, or any part of them, after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of the City of any of its rights herein set forth.

**Section 17. Assignment.**

No portion of the project work, heretofore defined, shall be sublet, assigned, or otherwise disposed of except as herein provided or with the prior written consent of the City. Consent to sublet, assign, or otherwise dispose of any portion of the services shall not be construed to relieve the Consultant of any responsibility for the fulfillment of this agreement.

**Section 18. Dispute Resolution.**

The parties agree to try to resolve any disputes as to professional engineering services or otherwise in good faith. In the event that the parties cannot resolve any reasonable dispute, the parties agree to seek alternative dispute resolution methods agreeable to both parties and which are legally permissible at the time of the dispute. The parties agree to use their best efforts to resolve any good faith dispute within 90 (ninety) days notice to the other party. In the event the parties cannot resolve that dispute as set forth above, they may seek such remedies as may be permitted by law.

WITNESSES

URS Corporation – Great Lakes

\_\_\_\_\_

\_\_\_\_\_

By: Jan M. Hauser

Its: Vice President

The foregoing \_\_\_\_\_ was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,

20\_\_\_\_, by \_\_\_\_\_ on behalf of

\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_ County, Michigan

My Commission Expires: \_\_\_\_\_

WITNESSES

CITY OF NOVI

\_\_\_\_\_

\_\_\_\_\_

By:  
Its:

\_\_\_\_\_

The foregoing \_\_\_\_\_ was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
by \_\_\_\_\_ on behalf of the City of Novi.

\_\_\_\_\_  
Notary Public  
Oakland County, Michigan  
My Commission Expires: \_\_\_\_\_

DRAFT

## EXHIBIT A - SCOPE OF SERVICES

Consultant shall provide the City professional engineering services in all phases of the Project to which this Agreement applies as hereinafter provided. These services will include serving as the City's professional engineering representative for the Project, providing professional engineering consultation and advice and furnishing customary civil, structural, mechanical and electrical engineering services and customary engineering services incidental thereto, as described below.

### A. **Basic Services.**

[See URS proposal dated January 21, 2009]

### B. **Performance.**

1. The Consultant agrees that, immediately upon the execution of this Agreement, it will enter upon the duties prescribed in this agreement, proceed with the work continuously, and make the various submittals on or before the dates specified in the attached schedule. The City is not liable and will not pay the Consultant for any services rendered before written authorization is received by the Consultant.
2. The Consultant shall submit, and the City shall review and approve a timeline for submission of plans and/or the completion of any other work required pursuant to this Scope of Services. The Consultant shall use its best efforts to comply with the schedule approved by the City.
3. If any delay is caused to the Consultant by order of the City to change the design or plans; or by failure of the city to designate right-of-way, or to supply or cause to be supplied any data not otherwise available to the Consultant that is required in performing the work described; or by other delays due to causes entirely beyond the control of the Consultant; then, in that event, the time schedules will be adjusted equitably in writing, as mutually agreed between the City and the Consultant at the moment a cause for delay occurs.
4. Since the work of the Consultant must be coordinated with the activities of the City (including firms employed by and governmental agencies and subdivisions working with the City), the Consultant shall advise the City in advance, of all meetings and conferences between the Consultant and any party, governmental agency, political subdivision, or third party which is necessary to the performance of the work of the Consultant.