



CITY of NOVI CITY COUNCIL

Agenda Item K
July 11, 2011

SUBJECT: Approval to award an engineering services contract for design engineering services related to the Bishop/Ingersol and Brookfarm Park Streambank Stabilization project to Orchard, Hiltz & McCliment, Inc. (OHM), in the amount of \$19,600.

SUBMITTING DEPARTMENT: Department of Public Services, Engineering Division *RL*

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

EXPENDITURE REQUIRED	\$ 19,600
AMOUNT BUDGETED	\$ 37,100 (Bishop/Ingersol Streambank Engineering and Const) \$120,000 (Brookfarm Park Streambank Engineering and Const)
LINE ITEM NUMBER	210-211.00-805.509 210-211.00-869.509 210-211.00-869.510

BACKGROUND INFORMATION:

The scope of this engineering award includes two projects identified and funded in the Capital Improvements Program. A project for streambank stabilization near the confluence of Bishop Creek and Ingersol Creek was approved in FY09-10 for a total project budget of \$37,100 (\$6,400 for engineering and \$30,700 for construction). A project for streambank stabilization along Ingersol Creek in Brookfarm Park (upstream from the confluence) was approved for FY10-11 for a total project budget of \$120,000. The projects are being combined to decrease costs so that the amount of work can be maximized.

The anticipated improvements include:

- Streambank stabilization at multiple locations along Ingersol Creek
- Stabilization at the confluence of Ingersol Creek and Bishop Creek
- Hydrologic/Hydraulic evaluation of existing and proposed conditions
- Rehabilitation of footings for the existing pedestrian bridge crossing Ingersol Creek

The City owns the north side of Ingersol Creek (Brookfarm Park) and Village Oaks School is located on and owns the south side of the stream. The project will require cooperation from the school for work to be completed on both sides of the stream.

The Agreement for Professional Engineering Services for Public Projects does not contain a fee category for streambank stabilization tasks, so proposals were requested from the City's three pre-qualified engineering firms. City staff reviewed the proposals and recommends that design engineering for this project be awarded to OHM. OHM's proposal and a summary of the review scoring are attached. OHM staff have proposed to combine some of the design and future construction tasks with another project they have been awarded for the design of improvements to three regional detention basins. Engineering staff will consider the opportunity to integrate the two projects to potentially realize some additional cost savings.

The design fee for this project is \$19,600, per the attached proposal. The construction phase engineering fee will be awarded at the time of construction award, and will be based on the contractor's bid price and the fee percentage in OHM's proposal. A draft of the Supplemental Professional Engineering Services Agreement for this project is enclosed and includes the project scope.

Construction is anticipated to be completed in summer 2012.

RECOMMENDED ACTION: Approval to award an engineering services contract for design engineering services related to the Bishop/Ingersol and Brookfarm Park Streambank Stabilization project to Orchard, Hiltz & McCliment, Inc. (OHM), in the amount of \$19,600.

	1	2	Y	N
Mayor Landry				
Mayor Pro Tem Gatt				
Council Member Fischer				
Council Member Margolis				

	1	2	Y	N
Council Member Mutch				
Council Member Staudt				
Council Member Wrobel				

Brookfarm Park Streambank Stabilization

Location Map



Map Author: Croy
Date: 6/29/11
Project: Brookfarm
Version #: V1.0

MAP INTERPRETATION NOTICE

Map information depicted is not intended to replace or substitute for any official or primary source. This map was intended to meet National Map Accuracy Standards and use the most recent, accurate sources available to the people of the City of Novi. Boundary measurements and area calculations are approximate and should not be construed as survey measurements performed by a licensed Michigan Surveyor as defined in Michigan Public Act 132 of 1970 as amended. Please contact the City GIS Manager to confirm source and accuracy information related to this map.



1 inch = 250 feet



City of Novi
Department of Public Services
Engineering Division
45175 W Ten Mile Rd
Novi, MI 48375
cityofnovi.org

Project Description:

Brookfarm Park Streambank Stabilization Project

RANK 1= LOW, 3= BEST

SCORES	<i>Item weight:</i>	10	60	30	Totals	Rank
OHM		10	15	15	1450	1
URS		5	7	6	650	3
SDA		15	8	9	900	2
TOTALS		30	30	30		

SCORING CRITERIA

1. Fee (10%)
2. Design approach (60%)
3. Value-added (30%)

June 14, 2011

Ben Croy, PE
City of Novi - Department of Public Services - Engineering Division
Field Services Complex
26300 Delwal Drive
Novi, MI 48375



Re: Brookfarm Park Streambank Stabilization Proposal

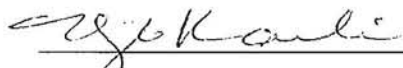
Dear Mr. Croy:

OHM has built a team that can most cost-effectively complete this project for the allotted budget. Our team understands the issues communities have with urban stream restoration. On this project, we have several ideas on how we can save you money. They are as follows:

- Perform the MDEQ pre-application meeting for the Brookfarm Park Streambank Stabilization Project at the same time as the pre-application meeting for the Regional Stormwater Detention Basin Improvements Project (Thornton, Lexington Green, Leavenworth). We estimate that this can save approximately \$1,500 in pre-application/engineering fees.
- Combine the MDEQ Permit Application with the Regional Stormwater Detention Basin Improvements Project (Thornton, Lexington Green, Leavenworth). We estimate that this can save approximately \$1,500 in application/engineering fees.
- Bid this project with the Regional Stormwater Detention Basin Improvements Project (Thornton, Lexington Green, Leavenworth). Bidding these projects together may save construction dollars due to the larger size of the combined project. If the City chooses to proceed in this manner, the bid items for each project would be separated out in the contract documents for RPO reporting purposes.
- Combine construction administration and construction observation with the Regional Stormwater Detention Basin Improvements Project (Thornton, Lexington Green, Leavenworth). If the projects are combined, this will reduce the construction administration costs to zero (\$0) dollars and will reduce the observation efforts by over 80%.

We have provided two (2) fee proposal options for this project. Option no. 1 assumes that this project is combined with the Regional Stormwater Detention Basins Projects and Option no. 2 assumes that this project is designed and implemented as a stand-alone project. We thank you for considering our firm for this project and look forward to working with your office. Enclosed with our proposal is our detailed work plan that we believe will accomplish your goals. If we can provide any further information, please feel free to call Ron Cavallaro or me at (734) 522-6711.

Respectfully,
Orchard, Hiltz & McCliment, Inc.



Vyto Kaunelis, PE
Principal

Project Understanding and Scope of Services

PROJECT UNDERSTANDING

The Ingersol Creek from Willowbrook Drive to the confluence with the Bishop Creek is currently experiencing significant streambank erosion with vertical banks in several locations. In some areas, the banks are close to undercutting the fence at the school, creating a potential hazard for the elementary students. In addition, the abutments of the pedestrian footbridge in this area of concern have been damaged through erosion of the stream banks. The City of Novi seeks to retain a consultant for design and construction engineering services for improvements to stabilize the streambank and rehabilitate the footings of the pedestrian bridge as part of the Brookfarm Park Streambank Stabilization Improvements project.

TECHNICAL APPROACH TO THE PROJECT

Task 1–Project Initiation

This task will include a project kickoff meeting with the City to discuss the desired goals and outcomes for the project. At this point in the project, we find it helpful to include field staff who are involved in the daily maintenance and operations of the drainage system in the discussions to verify any site specific needs or issues.

Task 2–Topographic Survey

Under this task, OHM will obtain a topographic survey of the Ingersol Creek from Willowbrook Drive to the confluence with the Bishop Drain. The survey will include the following information:

- Obtain horizontal and vertical control for the survey.
- Obtain creek cross sections at 200-ft intervals and areas where significant changes occur in the cross section. Cross sections will include the drain centerline, toe of slopes, top of banks, and ground point at a minimum of 25 feet from the top of bank. We estimate that 5 cross sections will be obtained.
- Locate and record the size and invert elevations of each drain crossing, drain enclosure, and lateral storm water outlets.
- Obtain topographical features within 50 feet of the top of banks along the length of the drain. Topographic features shall mean structures, fences, paved surface, landscaping, swing sets, and landscape trees. It should be noted that if the City decides during the project initiation phase, that an access drive is needed, OHM will obtain survey information in the area of the proposed access drive.

Task 3–Hydrologic/Hydraulic Analysis and Alternatives Evaluation

OHM will develop a hydraulic model of the existing and proposed conditions to determine the appropriate size of the channel cross section throughout the project area. The design flows for the 2-year and 10-year recurrence intervals will be obtained from the MDEQ and will be routed through the hydraulic model to evaluate the channel capacity. Water surface elevations and hydraulic data will be computed to support the project design and permitting process. We propose to evaluate the feasibility of providing a two-stage channel to reduce bank full velocities, thereby eliminating

future bank erosion. This analysis will also include a streambank stability analysis to develop a channel cross section that has a low bank erosion hazard index.

Task 4 – Final Design

Once the proposed improvements are agreed upon with the City and stakeholders, OHM will initiate completion of final plans and specifications. Specific work efforts include the following:

- Preparation of final plans and specifications.
- Incorporation of City comments into the plans
- Preparation of engineer's estimate of project costs.
- Assistance with advertisement and bid of project.
- Provide recommendation of award.

Task 5 – Permitting

Under this task, OHM will coordinate activities with the appropriate regulatory agencies. Specific work efforts include:

- Meet with the MDEQ to conduct a pre-application meeting.
- Based on the agreed upon conceptual design, OHM will prepare and submit for the MDEQ permit.
- OHM will prepare MDEQ permit application materials and obtain Joint Permit.

Task 6 – Construction Administration

Under this task, OHM will administer construction of the project to verify that the improvements are consistent with the contract plans and specifications. Specific work efforts include:

- Process contract documents
- Conduct preconstruction meeting
- Construction coordination
- Process contractor pay requests and other construction documents including close-out documentation
- Conduct substantial completion and final walk-through
- Prepare as-builts of the completed project

Task 7 – Construction Observation

Under this task, OHM proposes to provide full-time construction observation for the project to verify that the improvements are consistent with the contract plans and specifications. For this task, we have assumed that a majority of construction would take place over a one (1) month period and that full-time observation would be provided for this period. Specific work efforts include:

- Provide overall project observation on a full-time basis
- Prepare construction observation reports

STREAMBANK RESTORATION EXPERIENCE

Over the last five years, OHM has built extensive experience in providing cost-effective, quality stream restoration services. OHM is currently providing analysis and design services for one of the largest stream restoration projects in the State for Washtenaw County in the City of Ann Arbor. This project, Malletts Creek, is a \$4 million dollar project, ultimately restoring approximately 2 miles of urban creek. Several additional projects within the last two years include:



- City of Hamilton, Ohio – Hicks Creek - Approximately 2000 feet of urban stream restoration.
- City of Auburn Hills, MI – Galloway Creek – Approximately 2000 feet of urban stream restoration, a wetland detention basin and several footbridges through a golf course.
- Wayne County Dept. of Environment – Wolfe Drain – Approximately 1.5 miles of restoration including creating a two-stage channel

Several recent specific projects are highlighted below:

City of Auburn Hills – River Woods Footbridge

Client Contact Information

Project Cost & End Date

City of Auburn Hills, MI

\$200,000 – November 2004

Brian Marzolf, Recreation Department Director

248-370-9353

1827 N. Squirrel Road, Auburn Hills, MI 48326



Design of a boardwalk, pedestrian bridge, and bank stabilization associated with a footpath connection over the Clinton River. Riverbank

stabilization was accomplished with native plantings and riprap toe protection.

The boardwalk was constructed through the wetland area on the east side of the river and a pathway system was constructed to connect with the proposed condominiums at Forester Square to the park. This was the first phase of a three-phase development program for River Woods Park.

City of Auburn Hills – Clinton River Streambank Stabilization at Riverside Park

Client Contact Information

Project Cost & Est. End Dates

City of Auburn Hills, MI

Design: \$40,000 – Ongoing

Shawn Keenan, Water Resources Coordinator

248-364-6900

1500 Brown Road, Auburn Hills, Michigan 48326

The Clinton River through Riverside Park in Auburn Hills, Michigan is exhibiting bank erosion and widening along the south side of the river which, in short time, could jeopardize the park pathway in several areas.



In addition, an existing bridge over the river is experiencing abutment scour. The project involves restoring the channel with natural design techniques. Analysis includes determining bankfull

flow parameters using the NRCS natural channel design methods. The project will also include stabilizing the banks within the park (approximately 1,000 feet) and along the bridge abutment. Techniques include live cribwalls, bioengineering (native plants, live stakes) and trout habitat structures (J-hooks, in-stream boulders). We are currently assisting the City with obtaining funds for project construction.

City of Ann Arbor/University of Michigan – Harvard Drain & Nichols Arboretum

Client Contact Information

Project Cost & End Date

City of Ann Arbor, MI

Study: \$13,500 – October 2008

Homayoon Pirooz, Project Management Manager

Design: \$50,000 – June 2009

734-994-6148

Construction: \$170,000

100 N. Fifth Ave., 4th Floor, Ann Arbor, MI 48107

University of Michigan

Patti Spence, Civil Engineer

326 E. Hoover, Mail

Stop B, Ann Arbor, MI

48109

734-936-3184



The City of Ann Arbor retained OHM to study an existing storm sewer system to determine the most cost-effective

methods to alleviate a downstream erosion problem. High storm sewer outlet velocities were found to be the cause of stream bank erosion problems within the Nichols Arboretum (nature preserve).

The study yielded that the most cost-effective environmentally sound solution would be to control velocities within the storm sewer system and create a series of grade control and energy dissipation measures within the Nichols Arboretum.

A comprehensive approach was selected which included undersized storm sewer pipe replacement and in-structure splash boards along with boulder step-pools to adequately dissipate the 15 foot in grade differential within the nature preserve. Between the step pools, the new drainage course was routed over a sinuous, stone lined channel. The site was graded to match the rolling terrain of the surrounding property. At the end of the project, the newly constructed channel was planted with live stakes and plant plugs to establish native, hydrophilic plants.

PROJECT SCHEDULE

It is expected that the proposed project would be designed during the summer and fall of 2011 with spring and summer 2012 construction dates. See table below for the proposed project timeline.

Task	Month	Year
Topographic Survey	July	2011
Hydrologic/Hydraulic Analysis and Alternatives Evaluation	August	2011
Final Design/Permitting	September - March	2011-2012
Construction	March - September	2012
Project Closeout	September	2012

FEE PROPOSAL OPTIONS

Fee Proposal Option No. 1 (Project Combined with the Regional Stormwater Detention Basins Projects) Brookfarm Park Streambank Stabilization Improvements Project

Summary of Task Hours and Fee

Design Phase	Hours	Fee	Total
Task 1 - Project Initiation	16	\$2,000	\$2,000
Task 2 - Topographic Survey	28	\$4,100	\$4,100
Task 3 - Hydrologic/Hydraulic Analysis and Alternatives Evaluation	36	\$4,300	\$4,300
Task 4 - Final Design	76	\$8,200	\$8,200
Task 5 - Permitting*	8	\$1,000	\$1,000
Design Subtotal	164	\$19,600	\$19,600
Construction Phase	Hours	Fee	Total
Task 6 - Construction Administration (0% of construction cost)	0	\$0	\$0
Task 7 - Construction Observation (additional 30 hours of observation)	30	\$2,700	\$2,700
Construction Subtotal	30	\$2,700	\$2,700
Grand Total (Design and Construction Phases)	194	\$22,300	\$22,300

* Does not include permit and application fees

Fee Proposal Option No. 2 (Project Designed and Implemented as a Stand-Alone Project) Brookfarm Park Streambank Stabilization Improvements Project

Summary of Task Hours and Fee

Design Phase	Hours	Fee	Total
Task 1 - Project Initiation	16	\$2,000	\$2,000
Task 2 - Topographic Survey	28	\$4,100	\$4,100
Task 3 - Hydrologic/Hydraulic Analysis and Alternatives Evaluation	36	\$4,300	\$4,300
Task 4 - Final Design	76	\$8,200	\$8,200
Task 5 - Permitting*	32	\$4,000	\$4,000
Design Subtotal	188	\$22,600	\$22,600
Construction Phase	Hours	Fee	Total
Task 6 - Construction Administration (7% of construction cost)	TBD (7% of construction costs)		
Task 7 - Construction Observation (160 hours of observation)	160	\$14,400	\$14,400
Construction Subtotal**	160	\$14,400	\$14,400
Grand Total (Design and Construction Phases)**	348	\$37,000	\$37,000

* Does not include permit and application fees

** Does not include construction administration, which will be based on construction cost



SUPPLEMENTAL PROFESSIONAL ENGINEERING SERVICES AGREEMENT

BROOKFARM PARK STREAMBANK STABILIZATION

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 Orchard, Hiltz & McCliment, Inc., whose address is 34000 Plymouth Road, Livonia, Michigan 48150, 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 design and the preparation of plans and specifications for improvements to Ingersol Creek from Willowbrook Drive to the confluence with Bishop Creek.

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: The Consultant shall complete the design phase services as described herein for a lump sum fee of \$19,600 as stated in the proposal dated June 14, 2011.
 - b. Construction Phase Services will be awarded at the time of construction award, should it occur.
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 as set forth in Exhibit A 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 occurrence and/or aggregate, and Environmental Impairment coverage.

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 indemnify and hold harmless the City, its elected and appointed officials and employees, from and against any and all claims, demands, suits, losses and settlements, including actual attorney fees incurred and all costs connected therewith, for any damages which may be asserted, claimed or recovered against the City by reason of personal injury, death and/or property damages which arises out of or is in any way connected or associated with the actions or inactions of the Consultant in performing or failing to perform the work.

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: James Stevens, PE

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 permissive 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

Orchard, Hiltz & McCliment, Inc.

By: Vytautas P. Kaunelis, PE
Its: Principal

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: _____

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 June 14, 2011]

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.