



CITY of NOVI CITY COUNCIL

Agenda Item L
September 12, 2011

SUBJECT: Approval to award an engineering services contract for design engineering services related to the I-96 Pedestrian Crossing Study to Orchard, Hiltz & McCliment, Inc. (OHM), in the amount of \$13,200.

SUBMITTING DEPARTMENT: Department of Public Services, Engineering Division ^{BIC}

CITY MANAGER APPROVAL: ^{RZ}


EXPENDITURE REQUIRED	\$ 13,200
AMOUNT BUDGETED	\$ 50,000
LINE ITEM NUMBER	204-204.00-974.425

BACKGROUND INFORMATION:

The *City of Novi Non-Motorized Master Plan 2011* and the draft *I-96 Corridor Study* provided several conceptual ideas for a non-motorized crossing of I-96 in the central part of the City. The scope of this engineering award will be to review the feasibility of constructing a non-motorized crossing of I-96 either at Novi Road or under I-96 at the CSX railroad as discussed in section 3.3 of the *Non-Motorized Master Plan*. The scope includes the development and evaluation of alternatives, coordination with agencies having jurisdiction over the right-of-way (CSX, MDOT and RCOC) and evaluation of the alternatives. A final report will be prepared that summarizes the alternatives evaluation and provides a proposed scope, preliminary engineering plan and estimated construction budget for the preferred alternative. This information will be used by staff in November for the development of a Capital Improvement Project request for final design and construction of the preferred alternative.

The Agreement for Professional Engineering Services for Public Projects does not contain a fee category for studies, 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.

The design fee for this project is \$13,200, per the attached proposal. A draft of the Supplemental Professional Engineering Services Agreement for this project is enclosed and includes the project scope.

The study is expected to begin in September 2011 and be completed in January 2012.

RECOMMENDED ACTION: Approval to award an engineering services contract for design engineering services related to the I-96 Pedestrian Crossing Study to Orchard, Hiltz & McCliment, Inc. (OHM), in the amount of \$13,200.

	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				

August 31, 2011

Mr. Ben Croy, PE
City of Novi
Engineering Department
26300 Delwal Drive
Novi, MI 48375



Re: I-96 Pedestrian Crossing Request for Proposal

Dear Mr. Croy:

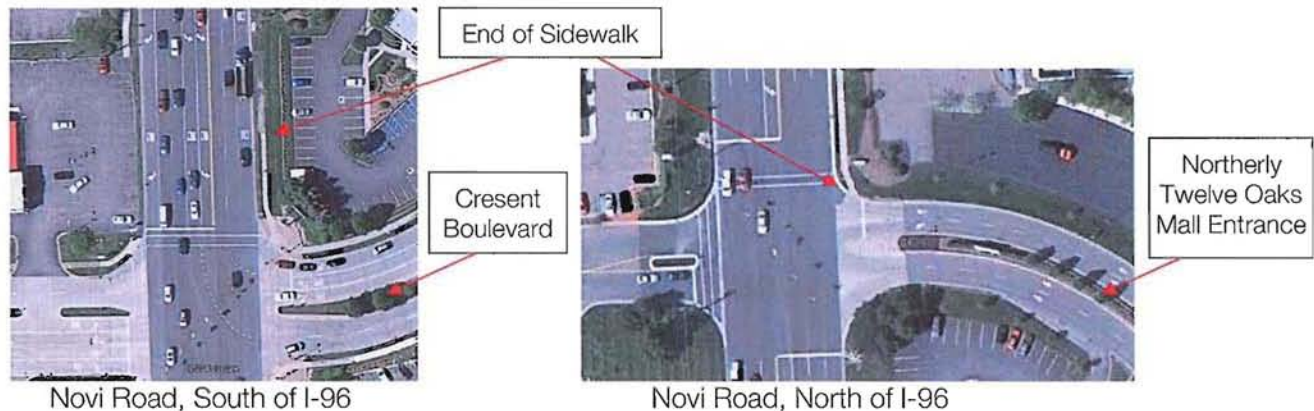
Thank you for the opportunity to submit this proposal. In order for this Study to be effective, OHM recommends several key components be included.

- ▶ **Stakeholder Input** – Identify the appropriate stakeholders so concepts developed are acceptable to those whose approval is necessary for the project to move forward.
- ▶ **Schedule** – OHM shows a four month project schedule (see Attachment B)
- ▶ **Relationships** – OHM has the contacts and has worked with the staff at the MDOT Oakland TSC Office and RCOC. We have current design contracts with both agencies and have the relationship to set up meetings and get results.
- ▶ **Enhancements** – OHM feels this could be an opportunity to make a statement to the traveling public about the City of Novi through the use of enhancements at any bridge addition.

In order to address these components we propose a diverse, experienced, talented and streamlined team. These characteristics are attributable to the backbone of our project team which include: Mark Loch, a road design project manager and expert in ADA compliancy, Bryan Newell, a senior planner focusing on the public process, Craig Dashner, a structural engineer and myself, a municipal engineer client representative currently working with the City.

Background

The City of Novi desires to provide pedestrian access from the south side of I-96 to the north side of I-96 at (around) the Novi Road area. Currently, partial sidewalk segments exist with the sidewalk ending just north of Crescent Boulevard on the south side of I-96 and at the northerly mall entrance on the north side of I-96. There are no pedestrian facilities currently on the bridge for Novi Road over I-96.



The City of Novi would like a Study to provide a pedestrian crossing of I-96 in the Novi Road area and seeks feasible options, project costs, identification of project stakeholders whose approval would be required for this project to move forward. It is unclear if the prominent desire of the City is really for pedestrians or for non-motorized path connectivity. Both sidewalk and pathway options appear on the City's new Non-motorized Master Plan. While both can be used for by pedestrians, defining this goal could result into differing locations.

In addition, the City is seeking the development of a preliminary plan and an engineering scope of services required for the preferred alternative.

Scope of Work

Project Process

OHM suggests that for Study to have any meaning, that stakeholders required to develop this project be part of the Study process. The stakeholders currently identified are MDOT, RCOC and CSX Railroad. Since this project cannot be built without the approval of others, a stakeholder team should be developed and invited to the project kickoff and review meeting to identify the desires and boundaries of this project so this Study can move forward with viable options, not just suggestions.

Task 1 – Pre-Design Stakeholder Meeting

1. Meet with MDOT, RCOC, CSX, and City staff to outline the project a discuss alternatives to study, proposed schedule, and funding. In the first meeting. A matrix of conceptual ideas (brain storming level with the Group) would be developed with criteria (trade-offs) to measure them. The Group would then cut the concepts down to the 2-3 "feasible" alternatives. This type of process will satisfy MDOT/FHWA requirements for planning and funding.
2. OHM would facilitate this meeting.
3. After this meeting, direction should be clear on what alternatives are best to look at closer.

Task 2 – Develop Concepts and Reports

1. Develop the 2-3 alternatives and identify the stakeholder requirements. This is critical for the project to move forward. The project requirements could evolve from road agencies or private property owners. Design, construction engineering, construction and right-of-way costs would be estimated for each option. The pros and cons of each option would be discussed. The issues could range from cost, to private property acquisition, to environmental challenges, to whether the location of the facility will be conducive to use.
2. Submit the draft report to the stakeholder team.

Task 3 – Meet with the Stakeholder to Discuss Draft Report

1. After a review period by the stakeholders, the stakeholder team would discuss the options presented. Edits to the report would be suggested and one option would be selected as the preferred alternative.

Task 4 – Final Report, Cost Estimate and Schedule

1. OHM will finalize the report and develop preliminary plans for the preferred route utilizing aerial photography to outline the route of the sidewalk, retaining wall locations, bridges, and to locate areas that will cause challenges for the design. Based on this route a detailed cost estimate would be developed.

2. Also developed in this final task would be proposed scope of work outlining tasks required for the detailed design element of this project. This would include noting required permits, design challenges, engineering investigation required etc.
3. Submit final report to City.

OHM would investigate several alternatives as part of the Study, these alternatives could include:

Option A

The most direct route for pedestrian traffic and probably the one that would be used most by pedestrians is to provide a sidewalk along Novi Road, from the south side to the north side. This option is challenged by having to construct a separate bridge or construct a bridge widening on the existing Novi Road Bridge over I-96. The sidewalk could be on either the east or west sides, or both (per the Master Plan) of Novi Road, although the existing sidewalk north of I-96 extends further to the south on the east side of Novi Road. The sidewalk route will be challenged by the potential need to cross free flow loop ramps from Novi Road to I-96. This situation is currently in place on Orchard Lake Road at I-696 and is not a desired option. The City of Farmington Hills would be contacted to discuss problems with this configuration. OHM would investigate an option to avoid crossing the free flow ramps.

OHM also feels that if a pedestrian bridge is attached to the existing Novi Road Bridge, this could be an opportunity to add aesthetic enhancements to make a statement about this area and the City of Novi. We have provided examples of aesthetic enhancement concepts we have provided in other communities at the end of our submittal package. OHM could help the City seek funding for these aesthetic improvements through the application of an MDOT Enhancement Grant.

Option B

Option B would study routing pedestrian traffic along the MDOT/Expo Center property line west of Novi Road, westerly to the CSX Railroad, where the sidewalk could utilize the railroad underpass at I-96 to cross the freeway to get to the north side. Another option is to provide access off of Taft Road per the Master Plan. This sidewalk/path could then connect up to Fountain Walk Ave. and then back to Novi Road. The crossing of I-96 would be about 3200' west of Novi Road and be more feasible as part of the non-motorized pathway system than a pedestrian sidewalk. It would need to be investigated how important it is to provide a pedestrian route across the freeway as the distance from Novi Road may make this prohibitive.

Option C

It is known that MDOT desires to cross I-96 with their I-275 pathway system and connect this route with the route planned along the west side of M-5. MDOT's pathway along I-275/I-96 terminates at Meadowbrook Road. OHM would investigate placing a shared use bridge between Novi Road and Meadowbrook Road. The same aesthetic enhancements could be incorporated in this option as discussed in Option A.

OHM has worked on several recent projects between Hines Drive and I-94, along I-275 where the pathway has been reconstructed. As part of that project, OHM coordinated with MDOT who was upgrading the I-275 path from I-96/I-275 to Hines Drive. During these discussions, the future crossing of I-96 was discussed. This alone, suggests that MDOT may be a willing participant in this project if it satisfies their needs as well as the City's.

Can an acceptable option be developed that satisfies both stakeholders? Could cost sharing be possible? These are the questions OHM would seek to answer as part of our Study. The crossing of I-96 would be about 2200'-5300' east of Novi Road. Again this option would lend itself better suited for an extension of the non-motorized system rather than a pedestrian sidewalk due to its distance from Novi Road.



End of MDOT
Pathway

MDOT path termination point at Meadowbrook Road

Experience

Fuller Road at Maiden Lane Intersection Pedestrian Crossing Study (2007) – OHM worked with the City of Ann Arbor on a study for pedestrian access from south side of Fuller Road (University of Michigan Hospital) to the north side at the intersection (student housing) of Maiden Lane. This high pedestrian student route was complicated by proposed roundabout being considered at this intersection. Several options were considered including short and long span bridges over the intersection area, at grade crossings at the roundabout and below grade crossings along a railroad underpass of Fuller Road. This study offers much of the same challenges offered by the City of Novi in the current RFP.

I-275 Bike Path (2009 and 2010) – OHM was teamed with several consultants to study and develop concept and detailed design plans for several segments of pathway along I-275. Numerous bridges, retaining walls, elevation changes were required on this project.

US-24 Pedestrian Study at Frisbee Road (2009) – OHM studied the need and replacement alternatives for a pedestrian bridge over Telegraph Road south of 8 Mile Road near Frisbee Road. This decaying bridge was no longer safe for use. MDOT contracted OHM to study the existing need for this bridge and the potential to remove this bridge if an alternate crossing route could be identified.

Big Darby Creek Greenway Trail, Franklin County Metroparks, Franklin/Madison County, OH – OHM performed a study for the Darby Creek Greenway project. Multi-phase contract included bikeway crossing design, bike trail design, design of a 1,200-foot long structure that wraps under I-70 bridges over Big Darby and agency coordination including Railroads, Ohio Department of Transportation, Federal Highway Administration, Scenic Rivers, and counties.

OHM's requested fee for the above described scope of work is \$13,200.

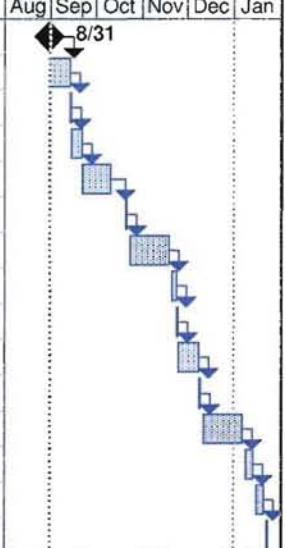
Our diverse team will work with the City to develop an innovative plan, focusing on key stakeholder acceptance, balanced with engineering knowledge, and knowledge of stakeholder standards.

Respectfully,
Orchard, Hiltz & McCliment, Inc.

James Stevens, PE
Associate

Project Schedule
I-96 Pedestrian Crossing RFP
August 31, 2011

ID	Task Name	Duration	Start	Finish	Predecessors	2011					
						Aug	Sep	Oct	Nov	Dec	Jan
1	Proposal Submittal	0 days	Wed 8/31/11	Wed 8/31/11		8/31					
2	City Review	10 days	Wed 8/31/11	Tue 9/13/11	1						
3	City Selection	1 day	Wed 9/14/11	Wed 9/14/11	2						
4	Develop Priced Proposal	5 days	Thu 9/15/11	Wed 9/21/11	3						
5	City Review and Council Award	13 days	Thu 9/22/11	Mon 10/10/11	4						
6	Hold Initial Project Stakeholder Meeting	1 day	Fri 10/21/11	Fri 10/21/11	5FS+8 days						
7	Develop Concept and Costs	20 days	Mon 10/24/11	Fri 11/18/11	6						
8	QA/QC and Revisions	3 days	Mon 11/21/11	Wed 11/23/11	7						
9	Submittal to Stakeholders	1 day	Thu 11/24/11	Thu 11/24/11	8						
10	Stakeholder Review	10 days	Fri 11/25/11	Thu 12/8/11	9						
11	Stakeholder Review Meeting	1 day	Fri 12/9/11	Fri 12/9/11	10						
12	Develop Preliminary Plans	20 days	Mon 12/12/11	Fri 1/6/12	11						
13	Develop Detailed Project Costs	5 days	Mon 1/9/12	Fri 1/13/12	12						
14	QA/QC and Revisions	5 days	Mon 1/16/12	Fri 1/20/12	13						
15	Revise and Submit Final Report and Preliminary Plan	1 day	Mon 1/23/12	Mon 1/23/12	14						



PROPOSAL EVALUATION SUMMARY

Project Description:

I-96 Pedestrian Crossing

RANK 1= LOW, 2= BEST

SCORES	<i>Item weight:</i>	10	60	30	Totals	Rank
OHM		6	7	6	660	1
URS (Did Not Submit)		0	0	0	0	N/A
SDA		5	4	5	440	2
TOTALS		11	11	11		

SCORING CRITERIA

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

FEE SUMMARY

OHM	\$ 13,200
URS	N/A
SDA	\$ 34,000

SUPPLEMENTAL PROFESSIONAL ENGINEERING SERVICES AGREEMENT

I-96 PEDESTRIAN CROSSING STUDY

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 scope of this engineering award will be to review the feasibility of constructing a non-motorized crossing of I-96 either at Novi Road or under I-96 at the CSX railroad as discussed in section 3.3 of the *Non-Motorized Master Plan*. The scope includes the development and evaluation of alternatives, coordination with agencies having jurisdiction over the right-of-way (CSX, MDOT and RCO) and evaluation of the alternatives. A final report will be prepared that summarizes the alternatives evaluation and provides a proposed scope, preliminary engineering plan and estimated construction budget for the preferred alternative.

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, per the Consultant's proposal dated August 31, 2011, 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 \$13,200, per the Consultant's proposal dated August 31, 2011.

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, P.E.

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 attached]

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.