



## CITY of NOVI CITY COUNCIL

**Agenda Item D**  
**April 24, 2017**

**SUBJECT:** Approval to award an amendment to the engineering services agreement with URS Corporation – Great Lakes for design engineering services associated with Cabot Drive from Twelve Mile Road to Lewis Drive Improvements in the amount of \$36,741.93.

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

**CITY MANAGER APPROVAL:** DA

<b>EXPENDITURE REQUIRED</b>	<b>\$ 36,741.93</b>
<b>AMOUNT BUDGETED</b>	<b>\$ 50,000.00 (Included in 3<sup>rd</sup> Quarter Budget Amendment)</b>
<b>LINE ITEM NUMBER</b>	<b>203-203.00-865.021</b>

### **BACKGROUND INFORMATION:**

Due the rapid decline of Cabot and Lewis Drives the City of Novi Engineering Division is recommending rehabilitation of these roads immediately in order to make them traversable to the businesses in that area of the City. AECOM has been retained as the engineering consultants for the Cabot Drive to Lewis Drive Improvements. AECOM has provided estimates for various repair techniques and the City of Novi has chosen the option of concrete patching over the course of three phases. The first phase will be addressed in FY 2017-18 and includes Cabot Drive between Twelve Mile and the intersection at Lewis Drive (map and memo attached).

The attached *Design Engineering Services* proposal, as executed by URS Corporation – Great Lakes in the amount of \$36,741.93 outlines the scope of services in more detail. The design fee rate per the Exhibit B Fee Curve Schedule (as part of the City's general Engineering Services Contract with URS Corporation – Great Lakes) is typically 4.85% but was lessened to 3.39% due to not having to perform topographical surveys for this work. The Engineering Division has reviewed the scope of services proposal and recommends approval.

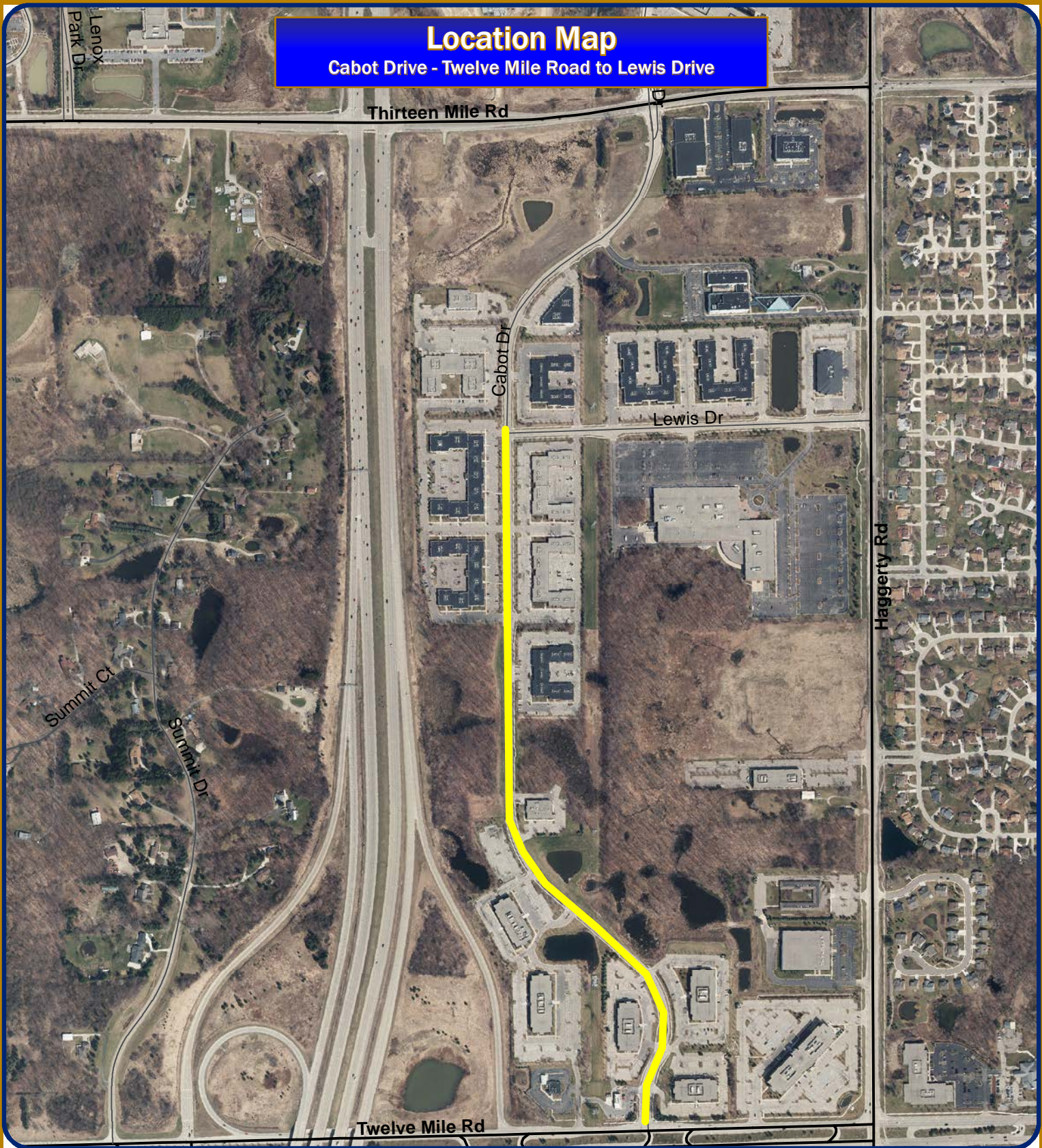
The City Attorney has reviewed the proposed changes to the Supplemental Professional Engineering Services Agreement for the Cabot Drive Rehabilitation Project and sees no legal impediment to approval of the agreement subject to the recommendation to change the word "commitment" to "endorsement" in Section 7.4. (Beth Saarela's Letter).

**RECOMMENDED ACTION:** Approval to award an amendment to the engineering services agreement with URS Corporation – Great Lakes for design engineering services associated with Cabot Drive from Twelve Mile Road to Lewis Drive Improvements in the amount of \$36,741.93.



# Location Map

## Cabot Drive - Twelve Mile Road to Lewis Drive



Map Author: J. Mathias  
Date: 4/05/17

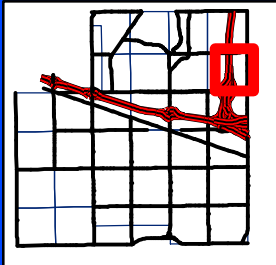
Amended By:  
Date:  
Department:

**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.

**Map Legend**

2017-2018 Repairs



### City of Novi

Engineering Division  
Department of Public Services  
26300 Lee BeGole Drive  
Novi, MI 48375  
cityofnovi.org



1 inch = 667 feet





# MEMORANDUM



**TO:** VICTOR CARDENAS, ASSISTANT CITY MANAGER/  
INTERIM DPS DIRECTOR

**FROM:** GEORGE D. MELISTAS, ENGINEERING SR. MANAGER GDM

**SUBJECT:** CABOT AND LEWIS DRIVE UPDATE AND PROPOSAL

**DATE:** APRIL 12, 2017

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As we approach the 2017 construction season, I wanted to provide an update of a new significant project that requires immediate attention this year. Cabot Drive is located in the industrial subdivision, Haggerty Corridor Corporate Park and requires extensive repair. Cabot Drive has concrete pavement that has deteriorated in recent years faster than anticipated. The repairs were not originally planned but after numerous complaints by motorists and the management company, Northern Equities, it was determined that the concrete was in worse condition than some other road projects that had been previously planned for this and future construction years.

Given the aforementioned information, we propose that we deal with this project now rather than wait and risk the project becoming more expensive as years go by. To help alleviate funding issues, we propose that the concrete repairs be made in three phases. Each of the phases will be based upon the significance and urgency along each of the project limits. The first repairs to Cabot Drive will occur between Twelve Mile and the Lewis Drive intersection (to include the intersection). The road repairs are expected to be completed in the 2017 construction season (see Figure 1). This section was determined to be the most critical section and requires repairs first (FY17-18). The second phase includes the repairs from the Lewis Drive intersection to Thirteen Mile Road (FY18-19). The third and final phase of repairs includes Lewis Drive between Cabot Drive and Haggerty Road (FY19-20).

The City of Novi Engineering Division has retained AECOM as the engineering consultants for the Cabot Drive repairs. AECOM has walked the project limits of Phase #1 and provided a detailed list of repairs required along Cabot Drive. AECOM provided estimates for various repair techniques which range from patching the concrete to full reconstruction. The option of concrete patching was chosen because it would be the most cost effective way to extend the life expectancy of the concrete roadway. The preliminary construction estimate of cost for the project is \$1,214,447 (as shown in Table 1). As discussed, we have identified funds through scaled back projects and reprioritized other projects to make this proposed project come to fruition.

The concrete patching repairs include two types of joint repair. Where there are transverse cracks, 2 feet of concrete will be removed on each side of the crack for a total of a 4 foot transverse joint repair. This 4 foot transverse joint repair will include load transferring dowel bars. The dowel bars allow the slabs to expand and contract without faulting since the concrete repair patch is not integral to the existing concrete. The other type of patch will be a thirty inch longitudinal crack repair with standard lane ties that are used to connect the proposed concrete into the existing concrete.

The combination of these repairs over the three phases should end up giving Cabot Drive a much needed repair that will be suitable to service not only the existing businesses that are located along this road but will also serve those who travel the road on a daily basis.

Please let me know if you have any questions or comments regarding this memorandum.

cc: Matt Wiktorowski, Field Operations Senior Manager  
Jerry Tremblay, Roadway Asset Manager  
Aaron Staup, Construction Engineer



April 12, 2017

Mr. Aaron Staup, PE  
City of Novi  
Field Services Complex  
26300 Lee Begole Drive  
Novi, MI 48375

**Reference: Proposal for Engineering Services  
Cabot Drive Rehabilitation**

Dear Mr. Staup,

AECOM is pleased to submit this proposal for the above referenced project. We understand that the project includes the rehabilitation of Cabot Drive from 12 Mile Road to Lewis Drive with complete reconstruction of the Cabot/Lewis Intersection. 4' wide concrete joint repairs will be done for the rehabilitation section. ADA upgrading of sidewalk ramps is also included.

The following tasks will be completed for the project:

#### **Initial Meeting and Scope Verification**

The intent of this task is to meet with the City and verify the limits and scope of work for the project. The scope of work for soil borings will be discussed, as will the scope, schedule, and budget for the project. The need for drainage improvements be identified and discussed at the meeting. Upon completion of this task, we will move forward with the surveying and preliminary design.

#### **Survey and Base Plans**

The intent of this task is to provide topographic survey and base mapping as needed for the proposed design work. We anticipate that a full topographic survey will not be required for this project. Base drawings will be created using the aerial photos supplemented by the field survey data and a field review of the site.

AECOM will prepare base plans (30%-40% complete) to identify the major design features. These plans will also be used to further the utility investigation and resolution of potential conflicts and *geotechnical* investigations. Base plans will include the results of the survey information, utility information from response to our solicitations, and a preliminary estimate.

AECOM will distribute the base plan design set to the utility companies that have indicated that they have facilities in the project area. We will incorporate the additional information that utility companies provide to AECOM into the plan set.

#### **Preliminary Plans**

Incorporating the information obtained from the above tasks, we will prepare the preliminary plan set (90%) in accordance with City requirements. This submittal will include items such as the typical cross sections, materials/quantities and details. A Project Manual and preliminary updated cost estimate will also be prepared and submitted.



Mr. Aaron Staup, PE  
April 12, 2017  
Page 2

### **Final Plans and Proposal**

Incorporating comments from the City, AECOM will develop the final plans submittal, including the plan set, Project Manual, and cost estimate.

### **Advertising and Award**

We will respond to any final comments received from the City and submit the Advertisement for Bids to the City for publication. Contract Documents will be made available to bidders by AECOM. AECOM will respond to bidder inquiries during the advertising period and prepare addenda as required. Following the bid opening AECOM will submit the Bid Tabulation and a letter with recommendations regarding contract award

### **Construction**

AECOM will provide full time inspection, contract administration, and staking as required for the project.

### **Schedule**

We anticipate that the following schedule can be maintained:

<b>Notice To Proceed with Design</b>	<b>April 25, 2017</b>
<b>Preliminary Plans Submittal</b>	<b>June 30, 2017</b>
<b>Final Plans Submittal</b>	<b>July 18, 2017</b>
<b>Advertise for Bids</b>	<b>July 24, 2017</b>
<b>Open Bids</b>	<b>August 17, 2017</b>
<b>Contract Award</b>	<b>August 28, 2017</b>
<b>Begin Construction</b>	<b>Mid September, 2017</b>
<b>End Construction</b>	<b>Late October, 2017</b>

### **Estimated Cost of Construction and Design Fees**

The attached estimates show the construction cost for the project.

The agreed to design fee is 3.39% of construction cost. It should be noted that AECOM agreed to lower the fee identified in the Engineering Fee Chart for Rehabilitation work since the majority of the project will be designed as a log project.

Design Fee is  $3.39\% \times \$1,083,832.63 = \$36,741.93$

We understand that fees for construction phase services will be determined after a construction contract is awarded.

Please contact me if you have any questions or wish to discuss this submittal.

Sincerely,

AECOM Great Lakes, Inc.

Sean Kelsch, PE  
Vice-President

**City of Novi**  
**Cabot Rd South of Lewis - Patching with 4' Transverse Joints (With Load Transfer Joints)**  
**Preliminary Estimate of Cost**  
**4/11/2017**

Item No.	Item Description	Unit	Quantity	Unit Price	Total Cost
1	Mobilization (10%)	LS	1	89,572.94	\$ 89,572.94
2	Pre-Construction Audio-Visual	LS	1	1,500.00	\$ 1,500.00
3	Pavt Repr, Rem, Spec	Syd	2,482	\$ 25.35	\$ 62,906.66
4	Pavt Repr, Non Reinf, 9 inch, Special 2.5' Repair	Syd	2,482	\$ 46.00	\$ 114,150.15
5	Pavt Repr, Rem	Syd	6,558	\$ 15.35	\$ 100,669.14
6	Pavt Repr, Nonreinf Conc, 9 inch	Syd	5,923	\$ 46.00	\$ 272,469.50
7	Concrete, Non Reinf, with Integral Curb, 8 inch	Syd	635	\$ 46.00	\$ 29,210.00
8	Joint, Contraction, Cp	Ft	799	\$ 10.50	\$ 8,389.50
9	Joint, Contraction, Crg	Ft	22,666	\$ 9.50	\$ 215,327.00
10	Joint, Tied, Special	Ft	7,110	\$ 6.50	\$ 46,215.00
11	Curb and Gutter, Rem	Ft	115	\$ 10.00	\$ 1,150.00
12	Curb and Gutter, Conc, Det F2	Ft	115	\$ 20.00	\$ 2,300.00
13	Silt Fence	Ft	500	\$ 2.00	\$ 1,000.00
14	Curb and Gutter Inlet Filter	Ea	25	\$ 100.00	\$ 2,500.00
15	Sidewalk, Rem	Syd	125	\$ 10.00	\$ 1,250.00
16	Sidewalk Ramp, Conc, 6 inch	Sft	1,115	\$ 9.50	\$ 10,592.50
17	Detectable Warning Surface	Ft	40	\$ 40.00	\$ 1,600.00
18	Dr Structure Cover	Ea	5	\$ 750.00	\$ 3,750.00
19	Dr Structure Cover, Adj, Case 1	Ea	5	\$ 450.00	\$ 2,250.00
20	Point Up Drainage Structure	Ea	5	\$ 300.00	\$ 1,500.00
21	Reconstruct Drainage Structure	Ft	10	\$ 200.00	\$ 2,000.00
22	Permanent Signing	LS	1	\$ 1,000.00	\$ 1,000.00
23	Permanent Pavement Markings	LS	1	\$ 4,000.00	\$ 4,000.00
24	Maintaining Traffic	LS	1	\$ 8,000.00	\$ 8,000.00
25	Surface Restoration	LS	1	\$ 2,000.00	\$ 2,000.00
	Subtotal Construction Items				\$ 985,302.39
	Miscellaneous Items (10%)				\$ 98,530.24
	<b>Total Construction Cost</b>				<b>\$ 1,083,832.63</b>
	Design Engineering	LS	3.39%		\$ 36,741.93
	Geotechnical Investigation	LS	1	\$ 3,500.00	\$ 3,500.00
	Inspection (Crew Days)	Day	65	\$640.00	\$ 41,600.00
	Contract Administration	LS	2.50%		\$ 27,095.82
	Materials Testing	LS	2.00%		\$ 21,676.65
	<b>Total Estimated Cost</b>				<b>\$ 1,214,447.02</b>

Estimate Assumptions:

- Assumed 20% of drainage structures will need adjustment/point up
- Fully reconstruct the intersection at Cabot and Lewis
- Sidewalk reconstruction at the intersection of Cabot and Lewis will remove the ability to cross Cabot on the North side of Lewis. This will remove the need to reconstruct the sidewalk in the NW corner with a structure only be installed if deemed necessary by a geotechnical survey



JOHNSON ROSATI SCHULTZ JOPPICH PC

27555 Executive Drive Suite 250 ~ Farmington Hills, Michigan 48331  
Phone: 248.489.4100 | Fax: 248.489.1726

Elizabeth Kudla Saarela  
esaarela@jrsjlaw.com

www.jrsjlaw.com

April 17, 2017

George D. Melistas, Engineering Senior Manager  
CITY OF NOVI  
Department of Public Services  
Field Services Complex  
26300 Lee BeGole Drive  
Novi, MI 48375

**Re: Supplemental Professional Engineering Services Agreement – Cabot Drive Rehabilitation**

Dear Mr. Melistas:

We have received and reviewed the proposed Supplemental Professional Engineering Services Agreement for the Cabot Drive Rehabilitation Project. We see no legal impediment to approval of the Supplemental Professional Engineering Services Agreement for the Cabot Drive Rehabilitation, subject to our recommendation to change the word "commitment" to "endorsement" in Section 7.4.

If you have any questions regarding the above, please do not hesitate to contact me.

Very truly yours,

JOHNSON, ROSATI, SCHULTZ & JOPPICH, P.C.

Elizabeth Kudla Saarela

EKS  
Enclosure

C: Cortney Hanson, Clerk (w/Enclosure)  
Aaron Staup, Construction Engineer (w/Enclosure)  
Joey Mathias, Graduate Engineer (w/Enclosure)  
Thomas R. Schultz, Esquire (w/Enclosure)

# **SUPPLEMENTAL PROFESSIONAL ENGINEERING SERVICES AGREEMENT**

## **CABOT DRIVE REHABILITATION**

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 December 17, 2012.

The project includes the design and the preparation of plans and specifications for Cabot Drive Rehabilitation.

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 manner and in compliance with applicable standards of professional care and 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 \$36,741.93, as described in the attached proposal.
  - 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. Any reuse of such documents prepared by the Consultant by the City on any other project without the written authorization of the Consultant shall be at the City's sole risk.

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.

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. With the exception of professional liability, all policies shall name the Consultant as the insured and shall be accompanied by an endorsement 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 and endorsements 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 thirty (30) days written notice of cancellation by the insurer of any required coverage.

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.

7. Coverage under the general and auto liability policies shall be considered to be the primary coverage rather than any policies and insurance or self-insurance retention owned or maintained by the City of Novi. This coverage shall be primary to the Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds, whether other available coverage is primary, contributing or excess.

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

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) to the extent arising out, of or resulting from the Consultant's tortious or negligent acts, errors, or omissions in performing this Agreement.

The Consultant agrees that it is its responsibility and not the responsibility of the City to safeguard the property and materials used by the Consultant 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: George D. Melistas, Engineering Senior Manager and Cortney Hanson, Clerk, with a copy to Thomas R. Schultz, City Attorney

Consultant: Sean Kelsch, P.E., Vice President

**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 reasonable and incremental 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

URS Corporation – Great Lakes

Emily R Pike  
Diana Coughlin

Sean Kelsch  
By: Sean Kelsch  
Its: Vice President

The foregoing Contract was acknowledged before me this 17<sup>th</sup> day of April,  
2017, by Sean Kelsch on behalf of  
URS Corporation Great Lakes (now named AECOM Great Lakes, Inc.)

JENNIFER S. HALE  
Notary Public, State of Michigan  
County of Kent  
My Commission Expires Jun. 30, 2021  
Acting in the County of Kent

Jennifer S. Hale  
Notary Public  
Kent County, Michigan  
My Commission Expires: 6/30/2021

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.