



CITY of NOVI CITY COUNCIL

Agenda Item 7
June 27, 2016

SUBJECT: Approval to award to engineering design services to Orchard, Hiltz & McCliment for the Nine Mile Gravity Sanitary Sewer project (Roberts Road to Beck Road) in the amount of \$216,264.

SUBMITTING DEPARTMENT: Department of Public Services, Water and Sewer Division *ZLC GA*

CITY MANAGER APPROVAL: *[Signature]*

EXPENDITURE REQUIRED	\$ 216,264
AMOUNT BUDGETED	\$4,405,691
LINE ITEM NUMBER	592-592.00-976.029

BACKGROUND INFORMATION:

A recent analysis of the Park Place pump station and the downstream force main serving Nine Mile between Napier Road and Beck Road indicated that there are capacity concerns in this area of the sanitary sewer system. In addition, there is also a major concern that there is no redundancy for the 1.6-mile long force main. (For further information, refer to the attached memo from Ben Croy dated April 18, 2016.) After reviewing the options available to resolve these concerns and based on data obtained during a survey of the proposed sewer's alignment, it was determined that the replacement of the majority of the force main with a gravity sewer would be the best option, taking into consideration the long-term operation of the system and the future residential service connections in this area.

OHM's engineering fees are based on the fixed fee schedule established in the Agreement for Professional Engineering Services for Public Projects. The design fees for this project will be \$216,264 (7.5% of the estimated construction cost of \$3,236,859, reduced by \$26,500 for survey work already completed). The construction phase engineering fees will be awarded at the time of construction award and will be based on the construction contractor's bid price and the fee percentage established in the Agreement for Professional Engineering Services for Public Projects. A draft of the Supplemental Professional Engineering Services Agreement for this project is enclosed and includes the project scope and schedule.

Design of this project would begin following award, with construction anticipated to begin in spring 2017.

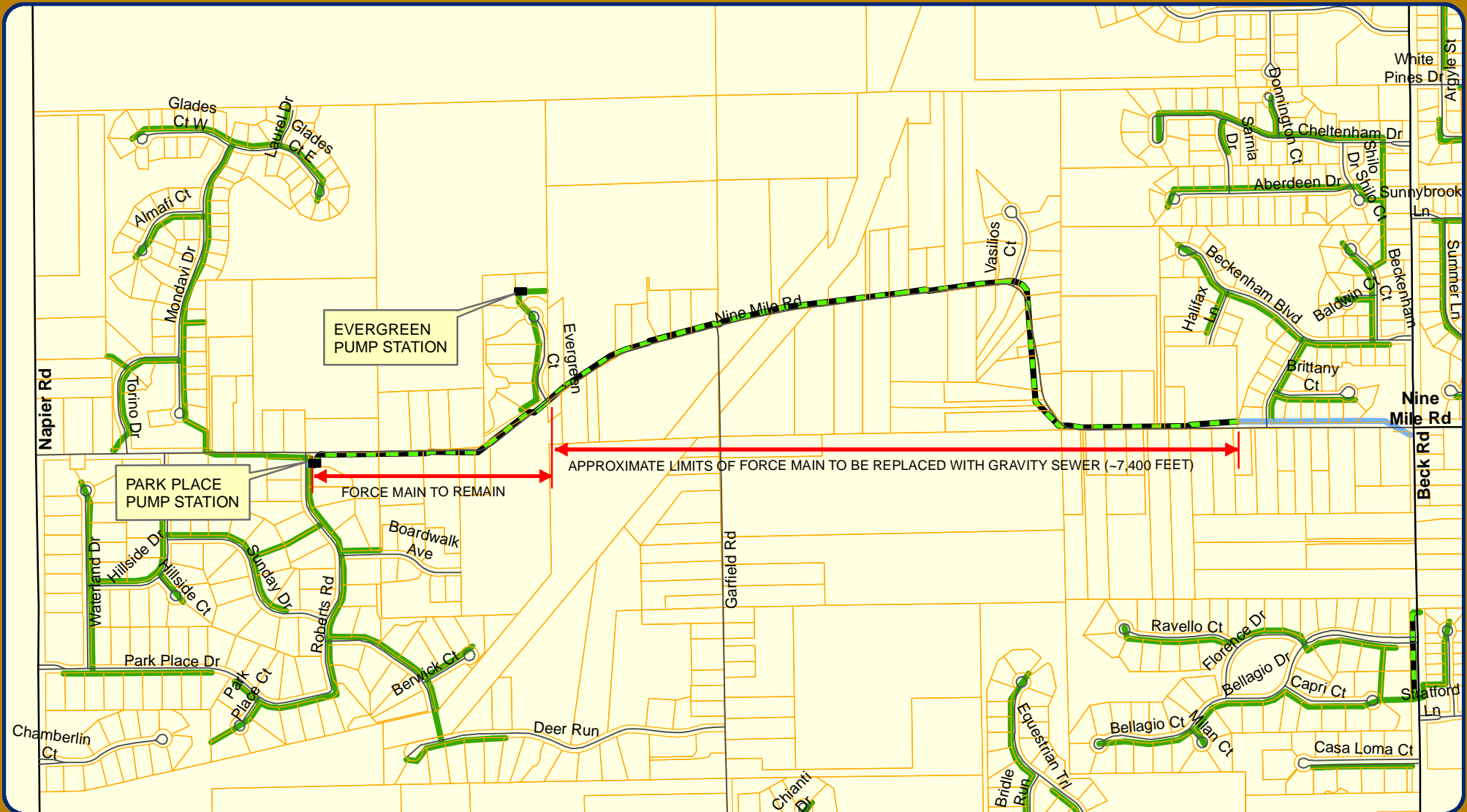
RECOMMENDED ACTION: Approval to award to engineering design services to Orchard, Hiltz & McCliment for the Nine Mile Gravity Sanitary Sewer project (Roberts Road to Beck Road) in the amount of \$216,264.

	1	2	Y	N
Mayor Gatt				
Mayor Pro Tem Staudt				
Council Member Burke				
Council Member Casey				

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

NINE MILE GRAVITY SEWER

Location Map






Map Author: Croy
 Date: 4/14/16
 Project: Nine Mile Gravity Sewer
 Version #: v.1.0

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.

Map Legend

-  6" Sanitary Force Main
-  8" Gravity Sanitary Sewer
-  12" Gravity Sanitary Sewer



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

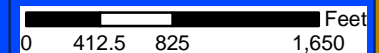


EXHIBIT A - Scope of Services

City of Novi – Nine Mile Sanitary Sewer

OHM Advisors is pleased to provide engineering services to the City of Novi. We understand that the City desires to install a 12” diameter sanitary sewer along Nine Mile Road from east of Roberts Drive to Kensington Drive. This new gravity sewer would allow for the abandonment of the existing sanitary sewer force main. We have attached a conceptual construction cost opinion for this project that was based on an initial site visit the preliminary plans, and follow up discussion with City engineering staff. The current opinion of construction cost is \$3,885,000.00.

The scope of engineering services shall include the following tasks:

1. Attend an initial kick-off meeting with City Staff to discuss the project scope and schedule.
2. Conduct a follow up site visit and offer recommendations for the design of improvements related to the installation of the sanitary sewer.
3. Review the geotechnical investigation by others. Incorporate the recommendations in the report into the plans and specifications as confirmed by the City.
4. Perform supplemental topographic survey along the project route to assist in evaluation of the sanitary sewer main and lead depths required for gravity service. Topographic survey of the right-of-way along the project route was previously completed.
5. Perform preliminary engineering for the installation of a 12” diameter gravity sanitary sewer along the route. Determine grading limits, road impacts, staging, utility conflicts, based on the design of the sanitary sewer. Update construction cost estimate to the preliminary stage, based on this level of design.
6. Meet with the City and confirm preliminary route for sanitary sewer main, and confirm locations that may require easements and/or temporary grading permits for the project. Confirm staging considerations and traffic control/detours for road closures, temporary roads, utility impacts, etc.
7. Finalize easement sketches and descriptions (exhibits) for City use. Up to 5 included.
8. Once easements are secured by the City, and/or upon authorization by the City, proceed with final design.
9. Prepare 80% design plans and specifications for the project improvements for City review.
10. Prepare applications and plans for the sanitary sewer permit.
11. Prepare SESC plan sheets.
12. Attend one meeting with the City to review the plans and specifications and address any requested revisions.
13. Prepare final bid set documents for the project.
14. Assist the City with advertising and soliciting bids, printing and distributing bidding documents to interested bidders, tabulate and review the bids, check contractor references and provide a recommendation of the award of the project construction to a qualified contractor.

The following services are not anticipated to be required for this project and have not included:

1. Permit or application fees that are necessary – to be paid by the City
2. Coordination or design for private utility relocations or repairs
3. Right-of-way and/or easement acquisitions if applicable – to be acquired by the City
4. Remediation or removal of contaminated or hazardous soils or materials.
5. Pavement Evaluation or Geotechnical Analysis/Report

In the event any of these services are required by OHM Advisors, an addendum to the supplemental engineering agreement will be submitted for your approval prior to performing said services.

Schedule:

1. Preliminary Engineering phase completed in September 2016.
2. Final Design and Bid Set completed by end of January, 2017 (assuming approximate 3 week review time by City, and authorization to proceed with final design).
3. Bids received in March 2017.
4. Construction to begin in April 2017, and be completed prior to end of October 2017.

We thank you for this opportunity to provide professional engineering services, and we look forward to assisting the City on this exciting project.



ORCHARD, HILTZ & McCLIMENT, INC.
34000 Plymouth Road, Livonia, Michigan, 48150

CLIENT: City of Novi
PROJECT: Nine Mile Road Gravity Relief Sewer
PROJECT DESCRIPTION: Extend 12" sanitary sewer along Nine Mile Road from east of Roberts Drive to Kensington. Included in the project is: dewatering, road resurfacing, sanitary service leads, tree clearing, and associated restoration.

ENGINEER'S OPINION OF PROBABLE
CONSTRUCTION COST

Telephone: (734) 522-6711 FAX: (734) 522-6427

DATE: Mar 28, 2016
PROJECT NO. 0163-15-0010
ESTIMATOR: RS/KMS
CHECKED BY: JCS

BASIS FOR ESTIMATE: CONCEPTUAL PRELIMINARY FINAL

Item	Description	Unit	Total Quantity	Unit Price	Total Cost
1	Mobilization, Max. 5%	LS	1	\$154,140.00	\$154,140.00
2	Audio Video Recording	LS	1	\$5,000.00	\$5,000.00
3	Clearing	ACRE	1.8	\$7,500.00	\$13,500.00
4	Tree, Rem	EA	196	\$700.00	\$137,200.00
5	Pavt, Rem (Driveway)	SYD	465	\$10.00	\$4,650.00
6	Sanitary Structure, Rem	EA	7	\$1,100.00	\$7,700.00
7	Grout in Place Existing Force Main, 6 inch	CYD	60	\$620.00	\$37,200.00
8	Dewatering System, Trench	FT	5,000	\$76.00	\$380,000.00
9	Erosion Control, RYCB Inlet Filter	EA	8	\$100.00	\$800.00
10	Erosion Control, Silt Fence	FT	7,500	\$1.70	\$12,750.00
11	Sanitary Sewer, ABS Truss, 12 inch	FT	7,400	\$250.00	\$1,850,000.00
12	Sanitary Sewer Structure, 48 inch	EA	30	\$6,200.00	\$186,000.00
13	Sanitary Sewer Service Lead, 6 inch	EA	80	\$1,600.00	\$128,000.00
14	Gravel Road, 6 inch	SYD	17,300	\$8.00	\$138,400.00
15	Driveway, Nonreinf Conc, 6 inch	SYD	103	\$40.00	\$4,120.00
16	Driveway, HMA	TON	40	\$72.00	\$2,851.20
17	Driveway, Gravel, 6 inch	SYD	665	\$8.00	\$5,320.00
18	Fertilizer, Chemical Nutrient, Cl A	LB	593	\$4.00	\$2,371.20
19	Mulch Blanket	SYD	12,400	\$1.00	\$12,400.00
20	Seeding, Mixture	LB	572	\$6.00	\$3,432.00
21	Topsoil Surface, Furn, 4 inch	SYD	12,400	\$3.00	\$37,200.00
22	Landscaping	LS	1	\$72,500.00	\$72,500.00
23	Water Main, DI, 6 inch	FT	55	\$65.00	\$3,575.00
24	Fire Hydrant Relocate	EA	5	\$3,500.00	\$17,500.00
25	Sign, Remove and Reset	EA	6	\$100.00	\$600.00
26	Post Mailbox, Remove and Reset	EA	31	\$150.00	\$4,650.00
27	Traffic Maintenance and Control	LS	1	\$15,000.00	\$15,000.00

Subtotal \$3,236,859.40
Contingency \$647,400.00
Total Construction Cost Opinion \$3,884,259.40

MEMORANDUM



TO: ROB HAYES, DPS DIRECTOR/CITY ENGINEER
FROM: BEN CROY, WATER AND SEWER SENIOR MANAGER
SUBJECT: NINE MILE GRAVITY RELIEF SANITARY SEWER PROJECT
DATE: APRIL 18, 2016

You may recall that a recent analysis of the Park Place pump station and the downstream force main along Nine Mile indicated that there are capacity concerns in this area of the sanitary sewer system. This condition exists primarily because the Evergreen Estates pump station and many low pressure grinder pump connections to the 6-inch force main have had a more significant effect on the Park Place pump station than was originally assumed (see attached map). Due to this concern, it was determined that there was a need to temporarily defer any additional connections to the force main. While a few single family connections would be acceptable, the connection of a larger future development would likely cause pressure and capacity difficulties within the system. In addition to the capacity concerns, there is also a major concern that this sewer system does not have any redundancy because the Park Place pump station is 1.6 miles from the closest gravity outlet (near Kensington Drive), and in the event of a failure in the existing force main, the entire area served by the force main would be without service.

For these reasons, the Water and Sewer Division has been evaluating the various options to alleviate the capacity and redundancy shortfalls. The two options considered include varying lengths of gravity sewer and a second/parallel force main. Although both options are feasible, a gravity sewer has the following advantages:

- It would eliminate the need for additional residential grinder pump stations, and would provide the opportunity for the existing eleven grinder pump connections to be converted to standard gravity lead connections. Grinder pumps can prove to be a costly maintenance burden for residential customers, and we feel it would be a benefit to eliminate the need for this type of connection moving forward.
- Gravity sewer does not require power, so in the event of a power outage, any home with a standard gravity lead would not be affected.
- A shorter force main could continue to use the existing 5 hp pumps, rather than upgrading to 12 hp pumps, saving on the cost of the pumps and the long-term power consumption costs.
- Unlike a traditional gravity sewer, this relatively long force main (1.6 miles) has proven to be a complicated system with changing hydraulic-related variables as additional connections were made. Since we are unsure how this area of the City will eventually develop (single family or subdivisions with pump stations), we

are concerned that we may need to continually analyze this system to ensure that adequate operating pressures can be maintained throughout the system.

- During a recent conversation with Kelly Cave of Wayne County DPS (the agency that manages the sewage collection system downstream of Novi) it was indicated that they would view parallel force mains as having the total combined capacity of both pipes together, rather than basing permitted capacity upon our proposed design service area. This could create a point of contention during the sanitary permitting process resulting in permit delays and/or denials.

Therefore, it was determined that the best option would involve the replacement of the majority of the force main with gravity sewer, leaving only the western portion of the existing force main in service. This design would eliminate all concerns related to capacity and redundancy for the sanitary sewer system in this area, and would provide adequate sewer service for all future development along Nine Mile.

Staff completed a survey of the proposed project area in 2015, and based on the survey data determined that the preliminary estimate for this project is \$3.88 million, which has not yet been budgeted. A portion of this cost could be covered by the reallocation of funds for two other projects, totaling \$750,000, that are no longer necessary. Some of the project cost can be attributed to high costs for individual items such as dewatering (estimated to be \$380,000). The rest of the cost is generally related to the difficulty of construction because it would be a relatively deep sewer in somewhat confined conditions due to Nine Mile Road's narrow right-of-way width (mostly 66 feet) and several large trees that are in the right-of-way (the project's design process would include an evaluation of feasible alternatives to mitigate tree removal).

Based on the preliminary estimate (attached) and the urgent need for this relief sewer project, the Water and Sewer Division is requesting a budget amendment to establish the budget and fund the proposed Nine Mile Gravity Relief Sewer project.

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

cc: Brian Coburn, Engineering Senior Manger
Scott Roselle, Water and Sewer Asset Manager

SUPPLEMENTAL PROFESSIONAL ENGINEERING SERVICES AGREEMENT

NINE MILE GRAVITY SANITARY SEWER **Roberts Road to Beck Road**

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 December 18, 2012.

The project includes the design and the preparation of plans and specifications for the Nine Mile Gravity Sanitary Sewer project. Additional survey will be completed to determine finished floor elevations of structures that can potentially be served in the future.

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 \$216,264, which is 7.5% of the estimated construction cost, \$3,236,859 (excluding \$26,500 for the survey that was completed previously) as indicated on the design and construction engineering fee curve provided in Exhibit B of the Agreement for Professional Engineering Services for Public Projects.
- 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, 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:

Its:

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: Robert J. Gatt

Its: Mayor

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.