

cityofnovi.org

CITY of NOVI CITY COUNCIL

Agenda Item G
August 8, 2011

SUBJECT: Approval to award a contract for design engineering services for the Sanitary Sewer Rehabilitation of Capacity Management, Operations, and Maintenance (CMOM) program areas B, C1, and G to Spalding DeDecker Associates, Inc. for a design fee of \$11,500.

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

CITY MANAGER APPROVAL: *[Signature]* *B4*

| | |
|-----------------------------|--|
| EXPENDITURE REQUIRED | \$ 11,500 |
| LINE ITEM NUMBER | 592-592.00-936.500 (Water & Sewer Fund) |

BACKGROUND INFORMATION:

A Capacity Management, Operations, and Maintenance (CMOM) program was initiated by the City in 2005 as a multi-phased program to perform long-range planning, to improve operation and maintenance of the system, and to ensure the integrity of the sanitary sewer system. One of the key components of the CMOM program is the evaluation of the sanitary sewer infrastructure to determine areas that require repair. Over the past several years, the Water and Sewer Division has cleaned and televised these areas to find potential problems. The scope of this engineering award includes the evaluation of the potential problems identified by Water and Sewer staff and the design of sanitary sewer rehabilitation in three areas within the City, identified as Areas B, C1 and G (see attached location map from the CMOM Phase II report). Of the lines televised, 192 locations in 117 sections of sewer pipe are believed to need repair.

Spalding DeDecker Associates (SDA) has been selected to provide assistance in completing the evaluation of these portions of the system and then recommending repair techniques based on their rehabilitation expertise. SDA will then work with staff to develop a prioritized list of the repairs based on the risk of failure. SDA will develop a report at the end of the project describing the remaining corrective maintenance to be completed, an estimated timeline to have these repairs completed, and any final recommendations for future use. Bid documents will then be prepared for construction bidding.

The Agreement for Professional Engineering Services for Public Projects does not contain a fee category for sanitary sewer rehabilitation, 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 SDA. SDA's proposal and a summary of the review scoring are attached.

The design fee for this project is \$11,500, per the attached proposal. The construction phase engineering fee will be awarded at the time of construction award, and will be based on the contractor's bid price and the fee percentage in SDA's proposal. A draft of the Supplemental Professional Engineering Services Agreement for this project is enclosed and includes the project scope.

Construction of the first phase of the rehabilitation is anticipated to be completed in summer 2012.

RECOMMENDED ACTION: Approval to award a contract for design engineering services for the Sanitary Sewer Rehabilitation of Capacity Management, Operations, and Maintenance (CMOM) program areas B, C1, and G to Spalding DeDecker Associates, Inc. for a design fee of \$11,500.

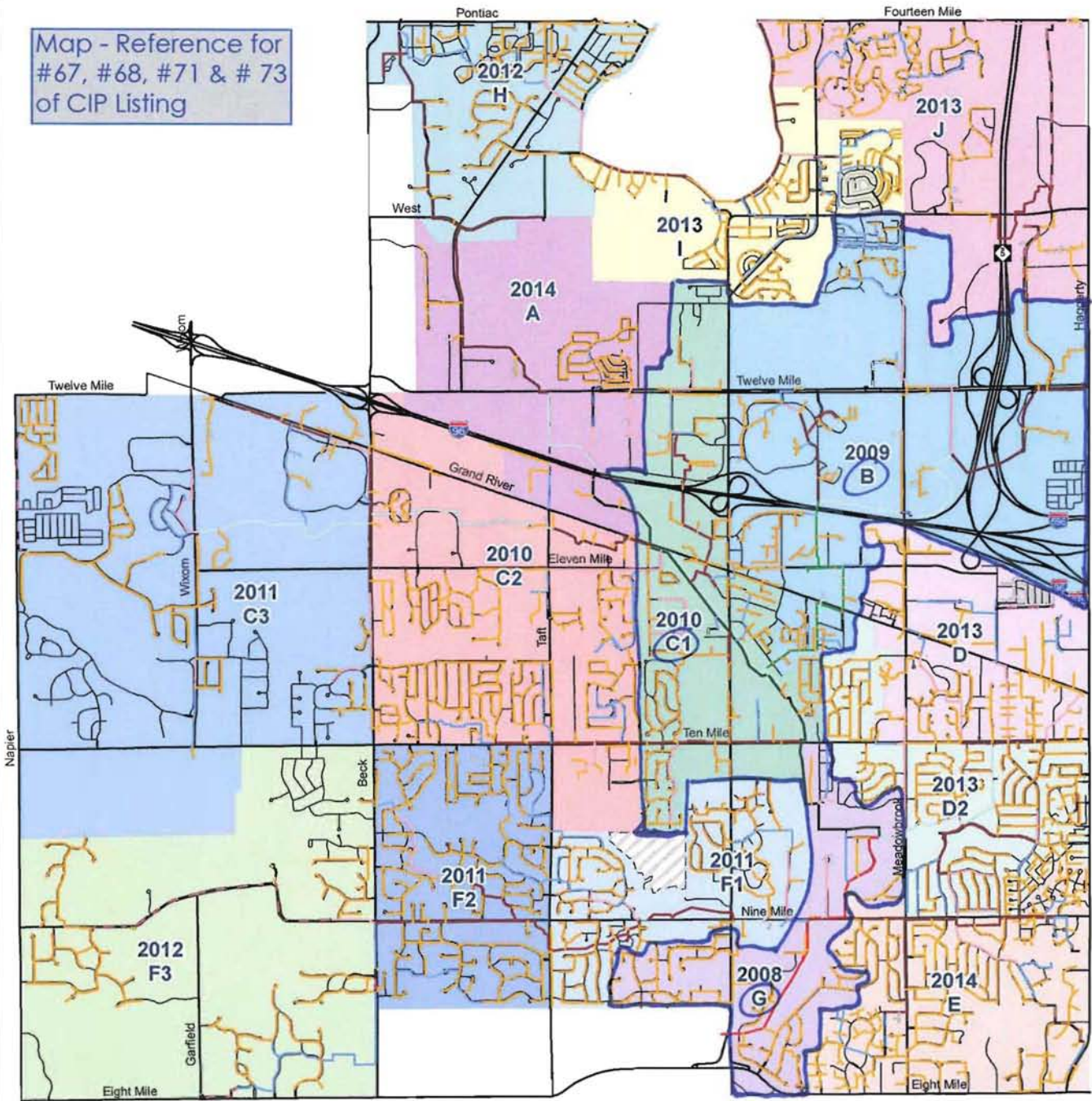
| | 1 | 2 | Y | N |
|-------------------------|---|---|---|---|
| Mayor Landry | | | | |
| Mayor Pro Tem Gatt | | | | |
| Council Member Fischer | | | | |
| Council Member Margolis | | | | |

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

Figure 1.

**City of Novi - CMOM Phase II
Televising and Cleaning Schedule**

Map - Reference for #67, #68, #71 & #73 of CIP Listing



Map Author: Stephanie Sambrook,
City GIS Technician
Map Print Date:
February 17, 2011

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.

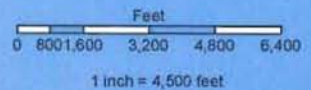
Map Legend

| | | | |
|-----------------------|----------|-------|---------------|
| Sanitary Mains | 8.0FM | 21.0" | Road |
| 1.5" FM | 10.0" | 27.0" | Major |
| 2.0FM | 10.0" FM | 30.0" | Minor |
| 3.0" FM | 12.0" | 36.0" | Novi Township |
| 4.0" FM | 12.0FM | 42.0" | |
| 6.0" | 15.0" | ABND | |
| 6.0FM | 18.0" | | |
| 8.0" | 18.0FM | | |



City of Novi

Geographic Information Services
Dept. of Information Technology
45175 W Ten Mile Rd
Novi, MI 48375
cityofnovi.org



Project Description: Sanitary Rehab - Areas B, C1 and G

RANK 1= LOW, 3= BEST

| SCORES | <i>Item weight:</i> | | | Totals | <i>Rank</i> |
|---------------|---------------------|-----------|----------|---------------|-------------|
| | 10 | 60 | 30 | | |
| OHM | 4 | 6 | 8 | 640 | 3 |
| URS | 8 | 8 | 9 | 830 | 2 |
| SDA | 12 | 10 | 7 | 930 | 1 |
| TOTALS | 24 | 24 | 24 | | |

SCORING CRITERIA

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

FEE SUMMARY

| | |
|------------|------------------|
| OHM | \$ 47,800 |
| URS | \$ 27,000 |
| SDA | \$ 11,500 |



SPALDING DEDECKER ASSOCIATES, INC.

905 South Boulevard East • Rochester Hills • Michigan 48307 • Tel 248 844 5400 • Fax 248 844 5404

June 21, 2011

Mr. Ben Croy, PE
Civil Engineer
City of Novi
26300 Delwal Drive
Novi, MI 48375

Re: Request for Proposal
Sanitary Sewer Rehabilitation of Areas B, C1, and G
SDA Proposal No. PR11-199

Dear Mr. Croy:

Spalding DeDecker Associates, Inc. (SDA) is pleased to provide the following proposal for the evaluation and design of sanitary sewer rehabilitations in areas B, C1 and G in the City of Novi. A brief description of our capabilities, approach, and schedule for the design is included in this proposal as well as a our not-to-exceed fee as requested in the RFP.

SDA EXPERIENCE AND CAPABILITIES

SDA's design team will be led by Maria Sedki, PE, and assisted by Brian McKissen, PE, CFM, PACP. They will use SDA's extensive experience rehabilitating hundreds of miles of sanitary sewers in the Detroit Metropolitan area as a basis for the details and specifications for the City.

- Clinton Township: SDA has assisted the Township in a seven-year sewer rehabilitation program that included reviewing over 100 miles of sewer televising records and the lining of over 50 miles of pipe.
- City of Rochester Hills: SDA completed an SSES Study followed by a rehabilitation program that included lining approximately 254 linear feet of 8-inch sanitary sewer; 3,695 linear feet of 10-inch sanitary sewer; 1,394 linear feet of 12-inch sanitary sewer; and pipe bursting of approximately 621 linear feet of 10-inch sanitary sewer.
- City of Trenton: SDA completed a ten-year Sanitary Sewer Overflow (SSO) Program that included the review of over 75 miles of sewer televising records and the CIPP Lining of over 18 miles of sewer.

We use the National Association of Sewer Service Companies (NASSCO) standards for sewer and manhole rehabilitation procedures. We have also kept up with the ever changing trenchless technologies for sanitary sewer system rehabilitation. Brian and our field inspectors have also completed the Pipeline Assessment and Certification Program (PACP) through NASSCO whose purpose is to provide standardization and consistency in the way the sewer system is evaluated and rehabilitated.

APPROACH

Review of Existing Conditions

We will review the videos for the 117 sections of sanitary pipe. As part of our extensive SSES work, we have developed in-house databases that incorporate the televising contractors results (if available) electronically. Our staff will, as they watch the tapes, use the PACP rating system to rank the severity of the deteriorations directly into the database to be used in the prioritization list.

Engineering Consultants

Infrastructure • Land Development • Surveying

As part of the review, SDA staff will also develop rehabilitation recommendations which will also be incorporated into the database. The database will then generate the associated costs for each pipe section. A list can then be generated from the database prioritizing the rehabilitation with a tabulated cost of rehabilitation.

Several sewer rehabilitation methods will be considered including:

- Slip-Lining repair to rehabilitate pipes with root intrusions, light infiltration, and/or minor structural problems.
- The Cure-In-Place Pipe Lining for pipes with more significant structural problems such as cracked pipe.
- Root X is recommended for the sewer lines with root intrusion problems from the house leads/ laterals but no significant problems in the sewer line itself.
- Point Repair for pipes with isolated damage in a few spots.
- Open-Cut Pipe Replacement for severely damaged sewers including collapsed sections.
- Pipe bursting can be considered for severely damaged sewers that could not be open-cut due to site conditions.

SDA will then develop the final cost estimate and anticipated schedule. SDA will meet with the City staff once this analysis is complete to review the results and finalize the list of sewer sections to be included in the rehabilitation bidding documents.

Construction Details and Specifications

The construction drawings will include plan views of the sanitary sewer system showing the location of each sewer section to be rehabilitated. The City's current manhole numbering system will be used on this project and will be shown on the maps. This will provide the City with consistency between the bid documents and the City's existing GIS.

Standard details of the final rehabilitation recommendations will be incorporated into the bidding documents. Each rehabilitation technique will also have a numbering system that will be incorporated into the bid proposal as well as the location map. Specifications for any rehabilitation technique that is not covered in the City's standard specifications will be developed and included in the bid documents.

The plans will be designed in accordance with City of Novi standards, and the City's Standard Detail sheets will be included in the plan set as appropriate.

Permit Acquisition

SDA will prepare the permit applications (at approximately 60% design completion) for the Michigan Department of Environmental Quality (MDEQ) in the City of Novi's name and provide all supporting documentation and plans necessary for the permit application. The permit application packages will be forwarded to the City for review and submittal.

Plans will also be submitted for a City of Novi Soil Erosion and Sedimentation Control (SESC) permit in accordance with Part 91 and Chapter 29 of the City Code. The SDA Design Team will provide permit follow-up and will field any questions or requests from permitting agencies, as directed by the City, necessary to secure permit approvals.

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90% Plans

90% complete design plans and specifications, and a construction estimate will be submitted to the City for review. Per our ISO requirements, a meeting will be held with the City to discuss the documents and the revised construction cost estimate.

As part of the 90% submittal, we will also develop a report that will summarize the pipe sections being repaired as well as those not included in the repair program, the recommended methods for future repair and the estimated timeline for repair.

Bidding

Once the Permitting Agency and the City's comments have been reviewed and incorporated into the final plans, the bid documents will be issued. SDA will then facilitate the pre-bid meeting, prepare and issue addendums as needed, respond to contractor inquiries, review the bids, and provide recommendations for award.

SCHEDULE

It is our intention to begin work immediately upon award of the project. The following schedule assumed the issuance of the Notice to Proceed by June 30, 2011:

- | | |
|---|-----------|
| • Receive video tapes and electronic data from City | 7/1/2011 |
| • Review sewer televising tapes and provide recommendations | 7/20/2011 |
| • Meet with the City to review results and recommendations | 7/20/2011 |
| • Develop 60% Plans and Issue for Permit | 8/5/2011 |
| • Develop 90% Plans & Specifications and Meet with City | 8/26/2011 |
| • Issue Plans for Bid | 9/1/2011 |

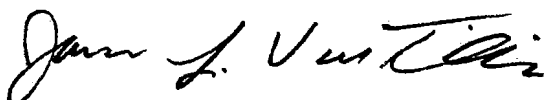
Our schedule has been developed assuming a 20-day permitting time frame which we believe could be conservative given the current MDEQ review schedule. It is our intention to complete the design by September, so the construction can begin and be completed before the end of the year.

Fee

SDA will complete these tasks for a not-to-exceed lump sum fee of \$11,500.00

We will work to deliver a successful project on all levels: within budget, within schedule, with utmost safety, and with minimal public inconvenience. We appreciate that you have considered us to provide these services. Should you have any questions, please do not hesitate to contact this office.

Very truly yours,
Spalding DeDecker Associates, Inc.



James L. Van Tiffin, PE
Project Manager

Engineering Consultants

Infrastructure • Land Development • Surveying

SUPPLEMENTAL PROFESSIONAL ENGINEERING SERVICES AGREEMENT

SANITARY SEWER REHABILITATION
AREAS B, C1 AND G

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 Spalding DeDecker Associates, Inc., whose address is 905 South Boulevard East, Rochester Hills, MI 48307, hereafter, "Consultant."

RECITALS:

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

The project includes the evaluation and design of sanitary sewer rehabilitation of three areas, identified as Areas B, C1 and G, as discussed in the project's request for proposals, and the Consultant's proposal dated June 21, 2011.

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 June 21, 2011.

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 \$11,500, per the Consultant's proposal dated June 21, 2011.
 - b. Construction Phase Services will be awarded at the time of construction award, should it occur.
2. Payment Schedule for Professional Engineering Services Fee.

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

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

3. Payment Schedule for Expenses.

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

Section 4. Ownership of Plans and Documents; Records.

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

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

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

Section 5. Termination.

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

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

3. In the event of termination, as provided in this Article, the Consultant shall be paid as compensation in full for services performed to the date of that termination, an amount calculated in accordance with Section 2 of this Agreement. Such amount shall be paid by the

City upon the Consultant's delivering or otherwise making available to the City, all data, drawings, specifications, reports, estimates, summaries, and that other information and materials as may have been accumulated by the Consultant in performing the services included in this Agreement, whether completed or in progress.

Section 6. Disclosure.

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

Section 7. Insurance Requirements.

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

- A. Worker's Compensation insurance relative to all Personnel engaged in performing services pursuant to this Agreement, with coverage not less than that required by applicable law.
- B. Comprehensive General Liability insurance with maximum bodily injury limits of \$1,000,000 (One Million Dollars) each occurrence and/or aggregate and minimum Property Damage limits of \$1,000,000 (One Million Dollars) each occurrence and/or aggregate.
- C. Automotive Liability insurance covering all owned, hired, and non-owned vehicles with Personal Protection insurance to comply with the provisions of the Michigan No Fault Insurance Law including Residual Liability insurance with minimum bodily injury limits of \$1,000,000 (One Million Dollars) each occurrence and/or aggregate minimum property damage limits of \$1,000,000 (One Million Dollars) each occurrence and/or aggregate.
- D. The Consultant shall provide proof of Professional Liability coverage in the amount of not less than \$1,000,000 (One Million Dollars) per occurrence and/or aggregate, and Environmental Impairment coverage.

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

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

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

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

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

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

Section 8. Indemnity and Hold Harmless.

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

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

Section 9. Nondiscrimination.

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

Section 10. Applicable Law.

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

Section 11. Approval; No Release.

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

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

Section 12. Compliance With Laws.

This Contract and all of Consultants professional services and practices shall be subject to all applicable state, federal and local laws, rules or regulations, including without limitation, those which apply because the City is a public governmental agency or body. Consultant represents that it is in compliance with all such laws and eligible and qualified to enter into this Agreement.

Section 13. Notices.

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

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

Consultant: James L. Van Tiflin, P.E., Project Manager

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

Spalding DeDecker Associates, Inc.

By: James L. Van Tiflin, P.E.
Its: Project Manager

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.

Sec. 11-276. - Scope.

- (a) This article establishes requirements for the design and construction of pedestrian safety paths (sidewalks) within the street right-of-way of platted subdivisions, the arterial and collector street system, roads in unplatted residential areas and private roads in other unplatted areas within the city.
- (b) Pedestrian safety paths shall be placed across the arterial and collector street system frontage for all projects in accordance with the "Master Plan for Bicycle and Pedestrian Safety Paths", as well as at those locations specified in the City of Novi Subdivision Ordinance (Appendix C) and the City of Novi Zoning Ordinance (Appendix A).

(Ord. No. 87-124.02, Pt. I, 11-9-87; Ord. No. 93-124.06, Pt. LXXXVII, 2-1-93; Ord. No. 97-124.09, Pt. III, 10-20-97; Ord. No. 97-124.10, Pt. I, 12-1-97; Ord. No. 99-124.11, Pt. XXXIX, 7-26-99)