



CITY of NOVI CITY COUNCIL

Agenda Item M
September 12, 2011

SUBJECT: Approval to award an engineering services contract for design engineering services related to the development of Complete Streets Standards and Specifications to Orchard, Hiltz & McCliment, Inc. (OHM), in the amount of \$21,661.

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

CITY MANAGER APPROVAL: *R24*
[Signature]

EXPENDITURE REQUIRED	\$ 21,661
AMOUNT BUDGETED	\$ 30,600
LINE ITEM NUMBER	101-442.10-805.000

BACKGROUND INFORMATION:

This project will revise and update the engineering standards for the construction of roads, pathways, and sidewalks as necessary for the implementation of the concept of complete streets. In 2010, the City adopted a resolution of support for complete streets and in February 2011 the City adopted the Non-Motorized Master Plan. The design standards and specifications will be based on the complete streets concepts presented in the adopted Non-Motorized Master Plan.

The existing standards and specifications for roads, sidewalks, and pathways are currently included in the Design & Construction Standards (Chapter 11 of the Novi Code of Ordinances) and will be reviewed, updated, revised, and incorporated in the Engineering Design Manual. The goal of this project is to provide a set of updated, current design standards for streets, roadways and pathways that incorporate complete streets as a standard for private development and public projects within the City of Novi. The standard detail sheets for roads, sidewalks and pathways will also be revised to incorporate the above standards as part of this project.

The Agreement for Professional Engineering Services for Public Projects does not contain a fee category for the development of standards and specifications, so proposals were requested from the City's three pre-qualified engineering firms. City staff reviewed the proposals and recommends that design engineering for this project be awarded to OHM. OHM's proposal and a summary of the review scoring are attached.

The design fee for this project is \$21,661, per the attached proposal. A draft of the Supplemental Professional Engineering Services Agreement for this project is enclosed and includes the project scope.

RECOMMENDED ACTION: Approval to award an engineering services contract for design engineering services related to the development of Complete Streets Standards and Specifications to Orchard, Hiltz & McCliment, Inc. (OHM), in the amount of \$21,661.

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

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

August 31, 2011



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

Re: Complete Streets Standards and Specifications Proposal

Dear Mr. Croy:

OHM is pleased to submit our proposal for incorporation of complete streets into the City's roadway and pathway standards. Complete street principles have long been embraced by the City of Novi, driving the development of a network of pedestrian connections including over 200 miles of pathways and sidewalks. This commitment is also demonstrated by the recent adoption of the City's Non-Motorized Master Plan.

This project will help the city put this complete streets initiative into practice. By providing developers, engineers and planners with a comprehensive set of standards and requirements, the City of Novi will clearly set complete streets as the standard. We understand the importance of this project to the City.

OHM has long embraced the complete streets concept. Our diverse transportation design experience has included non-motorized pathways and transit facilities. We have applied complete street principles on roadways ranging from alleys to freeways. OHM knows first hand how standards specifications help guide the design process, and are well suited to assist the City of Novi in developing the documentation to put complete streets in action.

This proposal represents one method of addressing the City's needs. A project such as this can involve varying amount of effort depending on how you wish to incorporate complete street guidance into your documents. If, for example, you want a one size fits all approach using a 'canned' ordinance, then the related effort and cost would be less than you will see in our proposal. Alternately, if you want to develop a whole series of standards for varying street types, then the effort and cost would be greater than we have submitted. Our approach in this proposal holds to the middle ground, and will note the appropriate ranges of values for general classes of streets. We can revise our scope and associated fee if the City's intent varies from this approach.

We sincerely thank you for the opportunity to submit our proposal to assist you in incorporating complete streets. This project will help assure that future transportation improvements and developments are fully aligned with the City's complete street vision. If we can provide any further information, please feel free to call Steve Dearing or me at (734) 522-6711.

Respectfully,
Orchard, Hiltz & McCliment, Inc.

A handwritten signature in black ink, appearing to read "James P. Stevens", written over a horizontal line.

James Stevens, PE
Associate

PROJECT UNDERSTANDING

The City of Novi has long embraced the construction of transportation facilities to provide connections for motorized vehicles, bicycles and pedestrians. Consideration of a multi-modal transportation system has allowed the City to develop a network of pedestrian connections including over 200 miles of pathways and sidewalks. To further this effort, the City Council has passed a resolution of support for complete streets and has adopted a non-motorized master plan. The City of Novi seeks to retain a consultant for the development of engineering design standards and specifications to codify the implementation of complete streets and the non-motorized master plan.

TECHNICAL APPROACH TO THE PROJECT

Task 1–Project Initiation

This task will include a project kickoff meeting with City staff to discuss the desired goals and outcomes for the project. At this meeting we will identify some areas of known discrepancies within their standards and specifications documents with guidance on best complete streets practices. We will provide samples from Lansing, Dexter and other Michigan communities showing the results of having undertaken a comparable effort.

Task 2– Existing Recommendations Review

Under this task, OHM will review the adopted Non-Motorized Master Plan for its recommendations. Recommendations from the City of Novi’s traffic consultant, Birchler Arroyo, will also be reviewed. To the extent that complete streets practices represent a range of values, we will summarize the choices available and the pro/con points for choosing amongst the options.

Task 3– Design and Construction Standards Review

Standards and Specifications for roads, sidewalks and pathways are included in the City’s Design and Construction Standards. This portion of the Novi Code of Ordinances will be reviewed against the principles of complete streets and the Non-Motorized Master Plan. OHM’s review of the Design and Construction Standards will look to address concerns and recommendations identified by the City and the City’s other consultants. This review will also look to resolve discrepancies and eliminate duplicate information available in other accepted standards. This task will include the review and development of recommended alterations to the following Articles of the Design and Construction Standards:

- Article VIII – Streets, Roadways and General Right-of-way Requirements
- Article IX – Drive Approaches, Turn Lanes and Passing Lanes
- Article XI – Bicycle Paths
- Article XII – Pedestrian Safety Paths

Upon completing our review of the existing information, OHM will meet with the City of Novi to review our preliminary findings and determine preferred design considerations for inclusion in the Standards document.

Task 4 – Development of Engineering Design Manual Chapter

Under this task, OHM will develop a chapter for the Engineering Design Manual that will incorporate the articles from the Design and Construction Standards as revised to incorporate complete streets. This chapter will provide a basis for complete street implementation on projects within the City. OHM will provide a draft of the proposed section to the City of Novi for review.

Task 5 – Development of Standard Specifications

OHM will prepare standard specifications for roads, sidewalks and pathways. These specifications will incorporate principles from the Engineering Design Manual and the Design and Construction Standards including those related to complete streets. The specifications will be developed to compliment the City’s existing standard specifications and will be used on future public projects. OHM will provide a draft of the proposed section to the City of Novi for review.

Task 6 – Development of Standard Details

Existing standard details will be reviewed for compliance with the revised standards and specifications incorporating complete streets. These details will be revised and new details developed as necessary to match the proposed standards. OHM will provide a draft of the proposed section to the City of Novi for review.

Task 7 – Recommendation Summary and Review

Under this task, OHM will provide the City of Novi with revised project deliverables described above. OHM will meet with the City to discuss final recommendations and implementation of the revised design standards and specifications.

RELATED EXPERIENCE

OHM has extensive experience assisting our municipal clients with updates to their design standards and specifications. Many times these efforts are to ensure that they reflect the latest technology, such as for water / sewer systems, or advances in best practices, such as ‘green’ infrastructure design.

Also, long before the term complete streets entered the development lexicon, OHM has been promoters of context sensitive design for our clients. We always seek to ensure that individual street projects are integrated into the community’s transportation system, especially

to the extent that their system involves non-motorized elements.

few years. We invite you to discuss with them how OHM has served them in advancing their communities.

Rather than highlighting one or two projects, we are providing a matrix of clients we have assisted in the past

Partial Client Listing		Duration of Services (in Years)	Population or Service Area Population	Develop / Update Eng. Standards & Specs	Context Sensitive Design / Complete Street Design
Cities / Villages	Ann Arbor, MI - Homayoon Pirooz, PE, Project Management, 734-794-6410	8	114,024	■	■
	Auburn Hills, MI - Peter Auger, City Manager, 248-370-9440	40+	19,837	■	■
	Dexter, MI - Donna Dettling, Village Manager, 734-426-8303 x 11	25	3,495	■	■
	Farmington, MI - Kevin Gushman, DPS Director, 248-473-7250	40+	10,423	■	■
	Fenton, MI - Dan Czarniecki, DPS Director, 810-629-2261	<1	11,571		■
	Livonia, MI - Kevin Maillard, PE, Director of Public Works, 734-466-2606	40+	100,545	■	■
	Midland, MI - Brian McManus, PE, City Engineer, 989-837-3353	4	41,685	■	
	Northville, MI - James Gallogly, Public Works Director, 248-449-9930	11	6,459		■
	Oak Park, MI - Kevin Yee, City Engineer / DPW Director, 248-691-7497	15	29,793	■	■
	Rochester Hills, MI - Paul Davis, City Engineer, 248-645-4640	21	68,825	■	■
	Romulus, MI - Tim Keyes, Director of Community Development, 734-955-4537	21	31,500	■	■
	Westland, MI - William Wild, Mayor, 734-467-3200	26	86,602	■	■
	Ypsilanti, MI - Edward Koryzno, City Manager, 734-483-1810	16	22,362	■	■
Public Agencies	Michigan Department of Transportation - available upon request (multiple contacts)	21	N/A		■
	Road Commission for Oakland County, MI - Dennis Kolar, Deputy Managing Director, 248-645-2000	26	N/A		■
	Washtenaw County Road Commission, MI - Steven Puuri, PE, Managing Director, 734-327-6650	15	N/A		■
	Wayne County Department of Public Services, MI - available upon request (multiple contacts)	22	N/A		■

PROJECT SCHEDULE

It is expected that the proposed project would be completed will take 10 weeks from project initiation. See table below for the proposed project timeline.

Task	Week of								
	9/12	9/19	9/26	10/3	10/10	10/17	10/24	10/31	11/7
Project Initiation	■								
Existing Recommendations Review		■	■						
Design and Construction Standards Review			■	■	■				
Development of Engineering Design Manual Chapter					■	■			
Development of Standard Specifications						■	■		
Development of Standard Details							■	■	
Recommendation Summary and Review									■

FEE PROPOSAL

A summary of hours and fee by proposed task is provided below.

Task	Hours	Fee
Project Initiation	36	\$ 4,290
Existing Recommendations Review	12	\$ 1,380
Design and Construction Standards Review	49	\$ 5,605
Development of Engineering Design Manual Chapter	20	\$ 2,270
Development of Standard Specifications	24	\$ 2,720
Development of Standard Details	14	\$ 1,364
Recommendation Summary and Review	34	\$ 4,032
Project Total	189	\$ 21,661

PROPOSAL EVALUATION SUMMARY

Project Description: Complete Streets

RANK 1= LOW, 2= BEST

SCORES	<i>Item weight:</i>	10	60	30	Totals	Rank
OHM		4	4	4	400	1
URS (Did Not Submit)		0	0	0	0	N/A
SDA		2	2	2	200	2
TOTALS		6	6	6		

SCORING CRITERIA

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

FEE SUMMARY

OHM	\$ 21,661
URS	N/A
SDA	\$ 23,800

SUPPLEMENTAL PROFESSIONAL ENGINEERING SERVICES AGREEMENT

**COMPLETE STREETS
STANDARDS AND SPECIFICATIONS**

This Agreement shall be considered as made and entered into as of the date of the last signature hereon, and is between the City of Novi, 45175 W. Ten Mile Road, Novi, MI 48375-3024, hereafter, "City," and Orchard, Hiltz & McCliment, Inc., whose address is 34000 Plymouth Road, Livonia, Michigan 48150, hereafter, "Consultant."

RECITALS:

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

This project will revise and update the engineering standards for the construction of roads, pathways, and sidewalks as necessary for the implementation of the concept of complete streets.

NOW, THEREFORE, in consideration of the foregoing, the City and Consultant agree as follows:

Section 1. Professional Engineering Services.

For and in consideration of payment by the City as provided under the "Payment for Engineering Services" section of this Agreement, Consultant shall perform the work described in the manner provided or required by the following Scope of Services, per the Consultant's proposal dated August 31, 2011, all of said services to be done in a competent, efficient, timely, good and workmanlike manner and in compliance with all terms and conditions of this Agreement.

Exhibit A Scope of Services

Section 2. Payment for Professional Engineering Services.

1. Basic Fee.

- a. Design Phase Services: The Consultant shall complete the design phase services as described herein for a lump sum fee of \$21,661, per the Consultant's proposal dated August 31, 2011.

2. Payment Schedule for Professional Engineering Services Fee.

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

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

3. Payment Schedule for Expenses.

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

Section 4. Ownership of Plans and Documents; Records.

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

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

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

Section 5. Termination.

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

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

3. In the event of termination, as provided in this Article, the Consultant shall be paid as compensation in full for services performed to the date of that termination, an amount calculated in accordance with Section 2 of this Agreement. Such amount shall be paid by the City upon the Consultant's delivering or otherwise making available to the City, all data, drawings, specifications, reports, estimates, summaries, and that other information and materials as may have been accumulated by the Consultant in performing the services included in this Agreement, whether completed or in progress.

Section 6. Disclosure.

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

Section 7. Insurance Requirements.

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

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

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

3. If during the term of this Agreement changed conditions or other pertinent factors should in the reasonable judgment of the City render inadequate insurance limits, the Consultant will furnish on demand such additional coverage as may reasonably be required under the

circumstances. All such insurance shall be effected at the Consultant's expense, under valid and enforceable policies, issued by the insurers of recognized responsibility which are well-rated by national rating organizations and are acceptable to the City.

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

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

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

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

Section 8. Indemnity and Hold Harmless.

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

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

Section 9. Nondiscrimination.

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

Section 10. Applicable Law.

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

Section 11. Approval; No Release.

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

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

Section 12. Compliance With Laws.

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

Section 13. Notices.

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

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

Consultant: James Stevens, P.E.

Section 14. Waivers.

No waiver of any term or condition of this Agreement shall be binding and effective unless in writing and signed by all parties, with any such waiver being limited to that circumstance only and not applicable to subsequent actions or events.

Section 15. Inspections, Notices, and Remedies Regarding Work.

During the performance of the professional services by Consultant, City shall have the right to inspect the services and its progress to assure that it complies with this Agreement. If such inspections reveal a defect in the work performed or other default in this Agreement, City shall provide Consultant with written notice to correct the defect or default within a specified

number of days of the notice. Upon receiving such a notice, Consultant shall correct the specified defects or defaults within the time specified. Upon a failure to do so, the City may terminate this Agreement by written notice and finish the work through whatever method it deems appropriate, with the cost in doing so being a valid claim and charge against Consultant; or, the City may preserve the claims of defects or defaults without termination by written notice to Consultant.

All questions which may arise as to the quality and acceptability of work, the manner of performance and rate of progress of the work, and the interpretation of plans and specifications shall be decided by the City. All questions as to the satisfactory and acceptable fulfillment of the terms of this agreement shall be decided by the City.

Section 16. Delays.

No charges or claims for damages shall be made by the Consultant for delays or hindrances from any cause whatsoever during the progress of any portions of the services specified in this agreement, except as hereinafter provided.

In case of a substantial delay on the part of the City in providing to the Consultant either the necessary information or approval to proceed with the work, resulting, through no fault of the Consultant, in delays of such extent as to require the Consultant to perform its work under changed conditions not contemplated by the parties, the City will consider supplemental compensation limited to increased costs incurred as a direct result of such delays. Any claim for supplemental compensation must be in writing and accompanied by substantiating data.

When delays are caused by circumstances or conditions beyond the control of the Consultant as determined by the City, the Consultant shall be granted an extension of time for such reasonable period as may be mutually agreed upon between the parties, it being understood, however, that the permitting of the Consultant to proceed to complete the services, or any part of them, after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of the City of any of its rights herein set forth.

Section 17. Assignment.

No portion of the project work, heretofore defined, shall be sublet, assigned, or otherwise disposed of except as herein provided or with the prior written consent of the City. Consent to sublet, assign, or otherwise dispose of any portion of the services shall not be construed to relieve the Consultant of any responsibility for the fulfillment of this agreement.

Section 18. Dispute Resolution.

The parties agree to try to resolve any disputes as to professional engineering services or otherwise in good faith. In the event that the parties cannot resolve any reasonable dispute, the parties agree to seek alternative dispute resolution methods agreeable to both parties and which are legally permissive at the time of the dispute. The parties agree to use their best efforts to resolve any good faith dispute within 90 (ninety) days notice to the other party. In the event the parties cannot resolve that dispute as set forth above, they may seek such remedies as may be permitted by law.

WITNESSES

Orchard, Hiltz & McCliment, Inc.

By: Vytautas P. Kaunelis, PE
Its: Principal

The foregoing _____ was acknowledged before me this _____ day of _____,
20____, by _____ on behalf of
_____.

Notary Public
_____ County, Michigan
My Commission Expires: _____

WITNESSES

CITY OF NOVI

By:
Its:

The foregoing _____ was acknowledged before me this _____ day of _____,
20____, by _____ on behalf of the City of Novi.

Notary Public
Oakland County, Michigan
My Commission Expires: _____

EXHIBIT A - SCOPE OF SERVICES

Consultant shall provide the City professional engineering services in all phases of the Project to which this Agreement applies as hereinafter provided. These services will include serving as the City's professional engineering representative for the Project, providing professional engineering consultation and advice and furnishing customary civil, structural, mechanical and electrical engineering services and customary engineering services incidental thereto, as described below.

A. Basic Services.

[see attached]

B. Performance.

1. The Consultant agrees that, immediately upon the execution of this Agreement, it will enter upon the duties prescribed in this agreement, proceed with the work continuously, and make the various submittals on or before the dates specified in the attached schedule. The City is not liable and will not pay the Consultant for any services rendered before written authorization is received by the Consultant.
2. The Consultant shall submit, and the City shall review and approve a timeline for submission of plans and/or the completion of any other work required pursuant to this Scope of Services. The Consultant shall use its best efforts to comply with the schedule approved by the City.
3. If any delay is caused to the Consultant by order of the City to change the design or plans; or by failure of the city to designate right-of-way, or to supply or cause to be supplied any data not otherwise available to the Consultant that is required in performing the work described; or by other delays due to causes entirely beyond the control of the Consultant; then, in that event, the time schedules will be adjusted equitably in writing, as mutually agreed between the City and the Consultant at the moment a cause for delay occurs.
4. Since the work of the Consultant must be coordinated with the activities of the City (including firms employed by and governmental agencies and subdivisions working with the City), the Consultant shall advise the City in advance, of all meetings and conferences between the Consultant and any party, governmental agency, political subdivision, or third party which is necessary to the performance of the work of the Consultant.