



# CITY of NOVI CITY COUNCIL

**Agenda Item D**  
**September 11, 2017**

**SUBJECT:** Approval to award an amendment to the engineering services agreement with Spalding DeDecker for design engineering services associated with the Thirteen Mile Road (Novi Road to Meadowbrook Road) project in the amount of \$58,772.38.

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

**CITY MANAGER APPROVAL:** 

<b>EXPENDITURE REQUIRED</b>	<b>\$ 58,772.38</b>
<b>AMOUNT BUDGETED</b>	<b>\$ 61,000.00</b>
<b>LINE ITEM NUMBER</b>	<b>202-202.00-865.176</b>

## **BACKGROUND INFORMATION:**

The Thirteen Mile Road rehabilitation project, budgeted in fiscal year 17-18, from Novi Road to Meadowbrook Road will replace ½ mile of asphalt pavement extending the useful life of the roadway. The project includes the reconstruction of a failed section of pavement adjacent to a wetland. The geotechnical report identified substandard organic soils in the subgrade and recommends mitigation measures such as deep subgrade removal, lightweight fill and geogrid products to obtain a twenty year design life. The project will also include four foot wide shoulders for non-motorized connectivity as recommended by the master plan and an east-bound passing lane at the intersection of Thirteen Mile Road and Le Grand Boulevard. The passing lane will help improve motorist safety at the intersection and maximize traffic throughput in the easterly direction toward M-5 Expressway.

Spalding DeDecker has been retained as the engineering consultants for the project and provided the City with a scope of services and estimate. The attached proposal for engineering services as executed by Spalding DeDecker in the amount of \$58,772.38 outlines the scope of services in more detail. The design fee rate per the Exhibit B Fee Curve Schedule as part of the City's general Engineering Services Contract with Spalding DeDecker is 7.10% of the estimated construction cost. The construction cost for the proposed project is likely to exceed the initial budget due to the severity of the road deterioration; however, during the design phase of the project, Spalding DeDecker will evaluate innovative pavement section applications as well as best practices to economically stabilize unsuitable subgrade conditions for the most economical repair strategy.

**RECOMMENDED ACTION:** Approval to award an amendment to the engineering services agreement with Spalding DeDecker for design engineering services associated with the Thirteen Mile Road (Novi Road to Meadowbrook Road) project in the amount of \$58,772.38.

# Thirteen Mile Road Reconstruction

Location Map



Map Author: J. Mathias  
Date: 9/1/17

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Amended By:  
Date:  
Department:

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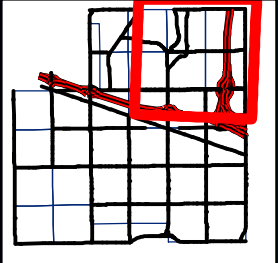
**MAP INTERPRETATION NOTICE**

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.

**Legend**

—— Roadway Reconstruction



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

Feet  
0 420 840 1,680 2,520  
1 inch = 2,063 feet



August 16, 2017

Mr. George D. Melistas  
Engineering Senior Manager & Traffic Engineer  
Department of Public Services  
City of Novi  
26300 Lee BeGole Drive  
Novi, Michigan 48375

Re: **Engineering Services for Thirteen Mile Road reconstruction, from Novi Road to Meadowbrook Road**  
**SD Job No.: PR17-134; Final Letter**

Dear Mr. Melistas:

**Project Overview and Understanding of Requested Services**

The City of Novi has identified Thirteen Mile Road from the east springpoint of Novi Road to the east springpoint of Meadowbrook Road for rehabilitation. The existing road is generally a 2-3 lane roadway with paved shoulders and open ditches. The proposed work initially identified by the City included milling the HMA pavement, repairing the aggregate base as necessary, widening the shoulders to provide a minimum 4' width for non-motorized connectivity and placing new HMA with a fabric interlayer. Upon completion of the June 2017 geotechnical investigation which identified peat and other organic material in the subgrade, recommendations provided by Testing Engineers & Consultants, Inc., included mitigating measures such as deep subgrade removal underlying 13 Mile Road, placing various types of lightweight fill, incorporating geogrid products, or a combination of these options to provide a pavement section with a 20-year Design Service Life. The resulting construction cost for the best option is likely to exceed the City's initial programmed amount, however, during design we will evaluate innovative pavement section applications as well as best practices to economically stabilize unsuitable subgrade conditions for the most economical repair strategy.

During the design phase, we will work with the City and its geotechnical engineering consultant to revise the final scope of construction such that the project is more in line with the current budgeted amount of \$757,780.00. This will include refining the subgrade repair strategy in the vicinity of the road settlement near the wetland, which may include partial removal, chemical stabilization methods, as well as developing a suitable economical pavement section for the entire length of the project. Engineer's estimates will be prepared to determine the most cost effective alternative. The construction of a passing flare at Le Grand Boulevard will also be included in the final design.

Spalding DeDecker (SD) proposes to perform design services for the reconstruction of 13 Mile Road based on the proposed scope of services below. The total project length is approximately 2,600' and includes the Meadowbrook Road intersection as well as a passing flair at Le Grand Boulevard.

### **Proposed Scope of Services**

SD's scope will include:

- SD will perform a topographic survey of the existing roadway from ROW to ROW line, generally 120 ft. Sidewalk ramps included in the project will also be surveyed to determine if they meet current ADA standards. This survey will include all above ground features including culverts and existing utilities. Trees greater than 3" within the survey limits will be located.
- Review the base construction cost estimate with the City and the geotechnical engineer to verify the scope and extent of subgrade stabilization and final pavement sections
- The proposed design includes:
  - Removing existing asphalt pavement within the project limits
  - Proposed pavement section is assumed to be 5" of HMA over 10.5" of aggregate base (MDOT 21AA), with a layer of Tensar TX5 geogrid reinforcement, for the majority of the roadway
  - Poor subgrade areas near the wetland requiring removal and/or mitigation will be identified and shown on the plans. In Construction phase, the Engineer will review the areas after the asphalt pavement is removed and verify the limits of subgrade mitigation
  - Constructing an eastbound passing flair at Le Grand Blvd
  - Widening shoulders as necessary to provide a minimum 4' shoulder for non-motorized connectivity. Widened shoulders will be 3" of HMA over 12.5" of aggregate base.
  - Permanent signing will be replaced
  - Existing center and right turn lanes will be maintained as-is; no extensions of the center turn lane or dedicated right turn lanes are anticipated
  - Driveway approaches will be reconstructed of the same material, as necessary
  - Sidewalk ramps will be reviewed and upgraded as necessary to meet current ADA standards
- SD will inspect City owned water, sanitary and storm structures to determine the type of rehabilitation necessary. Private utility structures will be noted and marked as adjusted by others on the plans.
- The guardrail at the east end of the project will be reviewed for compliance with standard MMUTCD installation warrants and its placement will be discussed with the City.

- SD will prepare preliminary plans (30%) for review with City.
- Prepare and submit permit applications as needed for MDEQ and MDOT.
- Due to the significant subgrade mitigation work required for this project in the vicinity of the wetland, unique special provisions, additional design details and construction staging plans will be prepared
- SD will prepare and submit Final Plans (90%), Proposal & Estimate for review with the City.
- Submit 100% plans, proposal and estimate for advertising
- Assist with advertising, respond to bidder inquiries, and prepare recommendation for award
- No permanent ROW acquisition will be required for this project. Temporary Grading Easements may be required for sidewalk ramp reconstruction.
- A hydrological study of area drainage patterns is not included in this scope of services

### Construction Cost Estimate and Proposed Fees

Based on our pre-qualification status with the City, engineering design fees are based on a percentage of the pre-design construction cost estimate. The fee percentage used depends on the type of services to be provided based on the proposed work. The fees for this project will be based on the Opinion of Probable Construction Costs upon which the current budget is based and will follow the “Road Construction” rates in the fee table.

Project	Construction Budget	Design Fee Rate	Proposed Design Fee
13 Mile Road, Novi Rd to Meadowbrook Rd	\$757,780.00	7.10%	\$ 53,802.38
Subgrade mitigation detail design and unique special provisions			\$4,970.00
Total Design Fee:			\$ 58,772.38

### Project Schedule

The following summarizes the anticipated schedule for the roadway project:

Milestone	No Later Than
Design Project Award	9/12/2017
Begin Survey Field Work	9/19/2017
Submit Preliminary Plans (30%)	10/31/17
Submit Final Plans (90%)	12/15/17
100% Bid Package and Advertise	1/13/18
Bid Opening	2/16/18
Award by Council	3/12/18
Construction Start, Estimated	April 2018
Construction Completion, Estimated	August 2018



Thank you for your selection of SD to provide design services for the 13 Mile Road project. Please don't hesitate to contact me if you have any questions or comments regarding this submittal.

Sincerely,  
**SPALDING DEDECKER, INC.**

A handwritten signature in black ink, appearing to read 'Cheryl Gregory', is written over the printed name.

Cheryl Gregory, P.E.  
Sr. Project Manager

attachment  
cc: SDA Job File

## OPINION OF PROBABLE CONSTRUCTION COST

PROJECT NAME: 13 Mile Rd Resurfacing, from Novi Rd to Meadowbrook Rd  
CLIENT NAME: City of Novi  
PREPARED BY: EMK/CLG

PROJECT NO:  
DATE: 8/16/2017

NO.	ITEM	QUANTITY	UNIT	UNIT	Jan-17
				PRICE	Const. Estimate
1	Bonds, Insurance and Mobilization (5% Max)	1	LS	\$ 47,592.60	\$ 47,592.60
2	Soil Erosion Control Measures	1	LS	\$ 10,000.00	\$ 10,000.00
3	Maintaining Traffic	1	LS	\$ 20,000.00	\$ 20,000.00
4	HMA Surface, Rem	22,578	Syd	\$ 4.00	\$ 90,312.00
5	Subgrade Undercut (As Needed)	1,298	Cyd	\$ 50.00	\$ 64,890.00
6	HMA, 5E10	1,600	Ton	\$ 86.00	\$ 137,600.00
7	HMA, 4E10	2,500	Ton	\$ 80.00	\$ 200,000.00
8	Curb and Gutter, Conc, Det F4	1,700	Ft	\$ 30.00	\$ 25,800.00
9	Permit Allowance	2,400	Dlr	\$ 1.00	\$ 2,400.00
10	Drainage	1	LS	\$ 22,000.00	\$ 22,000.00
11	Permanent Pavement Markings & Signing	1	LS	\$ 5,000.00	\$ 5,000.00
12	Miscellaneous (underdrain, ADA, protective fencing, etc)	1	LS	\$ 68,000.00	\$ 68,000.00
13	Restoration	1	LS	\$ 17,000.00	\$ 17,000.00
14	Crew Days	40	LS	\$ 640.00	\$ 25,600.00
				Passing Flare at Le Grand Blvd	\$ 20,383.00
				Estimated Construction Cost Subtotal	<b>\$ 756,577.60</b>
<b>OPINION OF PROBABLE CONSTRUCTION COST</b>				<b>Total Estimated Construction Phase Cost:</b>	<b>\$ 756,577.60</b>
Potential costs due to subsurface mitigation (Earth Exc; lightweight fill; geogrid, per July 2017 geotech. recommendation):					\$ 189,000.00

*In providing opinions of probable construction cost, the Client understands that the Consultant has no control over the cost or availability of labor, equipment or materials, or over market conditions or the Contractor's method of pricing, and that the Consultant's opinions of probable construction costs are made on the basis of the Consultant's professional judgement and experience. The Consultant makes no warranty, express or implied, that the bids or the negotiated cost of the Work will not vary from the Consultant's opinion of probable construction cost.*

# **SUPPLEMENTAL PROFESSIONAL ENGINEERING SERVICES AGREEMENT**

## **13 MILE ROAD RECONSTRUCTION**

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 December 17, 2012.

The project includes the design and the preparation of plans and specifications for the 13 Mile Road Reconstruction.

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.**

Design Phase Services: The Consultant shall complete the design phase services as described herein for a lump sum fee of \$53,802.38 (7.10% of \$757,780.00 which is the current construction estimate amount), as described in the attached proposal. Additionally, a lump sum fee of \$4,790.00 will also be included for developing subgrade mitigation detail design and creating unique special provisions. The total lump sum design fee will be \$58,772.38.

##### **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 an endorsement from the insurer that such policies shall not be canceled or reduced without at least thirty (30) days prior notice to the City.

With the exception of professional liability, all insurance policies shall name the City of Novi, its officers, agents, and employees as additional insured. Certificates of Insurance 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: George D. Melistas, Engineering Senior Manager and Cortney Hanson,  
Clerk, with a copy to Thomas R. Schultz, City Attorney

Consultant: Cheryl Gregory, P.E., Vice President SDA

**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

Alyssa Wambold  
Alyssa Wambold  
ERIC KIPP

Spalding DeDecker Associates, Inc.

Cheryl Gregory  
By: Cheryl Gregory  
Its: Vice President

The foregoing Agreement was acknowledged before me this 16th day of August,  
2017, by Cheryl Gregory on behalf of  
Spalding DeDecker Associates, Inc.



Robin C. Sfira  
Notary Public  
Macomb County, Michigan  
My Commission Expires: Sept. 7, 2020



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.**

1. 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.