




# CITY of NOVI CITY COUNCIL

**Agenda Item D**  
**October 10, 2016**

**SUBJECT:** Approval to award design services to Orchard, Hiltz & McCliment for the replacement of culverts under Meadowbrook Road north of Grand River for a fee of \$35,790 and amend the budget to reflect this new project.

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

**CITY MANAGER APPROVAL:** 

<b>EXPENDITURE REQUIRED</b>	<b>\$ 35,790</b>
<b>AMOUNT BUDGETED</b>	<b>\$ 300,000</b>
<b>APPROPRIATION REQUIRED</b>	<b>\$ 388,626</b>
<b>LINE ITEM NUMBER</b>	<b>210-211.00-865.027</b>

## BACKGROUND INFORMATION:

This is an unplanned project that is not in the FY16/17 budget. It involves replacing the culverts underneath Meadowbrook Road north of Grand River over Bishop Creek (see attached location map). Field Operations staff recently discovered and repaired a sink hole on southbound Meadowbrook Road. During the repair, City staff televised the culverts, showing loss of material and several holes that have formed, compromising the structural integrity of the culvert. Orchard, Hiltz & McCliment (OHM) provided a preliminary analysis of the culverts and recommended regular monitoring of that area along with a 5-Ton weight limit restriction on Meadowbrook Road between Vincenti Court and Grand River until a permanent solution could be implemented. (Accordingly, the weight limit on Meadowbrook between Vincenti and 12 Mile has been temporarily raised so as not to affect deliveries to/from businesses on Vincenti and Jo Drive.)

OHM will be assisting the Engineering Division with the design and construction engineering services for this project. Since there isn't an established fee schedule for this type of task in the Agreement for Professional Engineering Services for Public Projects for the City's three pre-qualified engineering consultants, the design fee is based on hours estimated at the hourly rates provided in the agreement. The design fee for this project will be \$35,790 per OHM's proposal dated September 14, 2016. The construction phase engineering fees will be awarded at the time of construction award and will be based on the contractor's bid and the fee percentage in OHM's proposal. A draft of the Supplemental Professional Engineering Services Agreement for this project is enclosed.

Because of the urgency of this project, it is proposed that it be financed by the Drain Fund. The culvert replacement work is expected to be completed in summer 2017, and would be dependent upon permit approval by the Michigan Department of Environmental Quality.

**RECOMMENDED ACTION:** Approval to award design services to Orchard, Hiltz & McCliment for the replacement of culverts under Meadowbrook Road north of Grand River for a fee of \$35,790 and amend the budget to reflect this new project.

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

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

**RESOLUTION**

NOW, THEREFORE BE IT RESOLVED that the following Budget Amendment for the Culverts under Meadowbrook Road (North of Grand River) Project is authorized:

	<b>INCREASE (DECREASE)</b>
<b>DRAIN FUND</b>	
<b>APPROPRIATIONS</b>	
Capital Outlay	388,626
<b>TOTAL APPROPRIATIONS</b>	<u>\$ 388,626</u>
<b>Net Increase (Decrease) to Fund Balance</b>	<u><u>\$ (388,626)</u></u>

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council of the City of Novi at a regular meeting held on October 10, 2016

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Cortney Hanson  
City Clerk



# Meadowbrook Road Culvert Replacement

Location Map



Meadowbrook Road Culvert

Grand River Ave

Meadowbrook Rd

Meadowbrook Rd

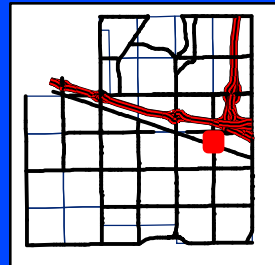
Grand River Ave

Map Author: A. Wayne  
Date: 10/3/2016  
Project:  
Version #:

Amended By:  
Date:  
Department:

#### MAP INTERPRETATION NOTICE

Map information depicted is not intended to replace or substitute for any official or primary source. This map was intended to meet National Map Accuracy Standards and use the most recent, accurate sources available to the people of the City of Novi. Boundary measurements and area calculations are approximate and should not be construed as survey measurements performed by a licensed Michigan Surveyor as defined in Michigan Public Act 132 of 1970 as amended. Please contact the City GIS Manager to confirm source and accuracy information related to this map.



**City of Novi**

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

Feet  
0 40 80 160 240

1 inch = 200 feet





September 14, 2016



Mr. Adam Wayne  
City of Novi  
Field Services Complex  
26300 Lee BeGole Drive  
Novi, MI 48375

**Subject: Meadowbrook Road Culvert Replacement  
Proposal for Engineering Services**

Dear Mr. Wayne:

OHM Advisors (OHM) is pleased to submit this proposal for engineering services for preparing construction plans for the replacement of the culvert on Meadowbrook Road over the Bishop Creek for the City of Novi.

**Project Understanding**

We understand that this project is to replace the existing dual corrugated metal pipe arch culvert structure with cast-in-place end treatments on the west end on Meadowbrook Road over the Bishop Creek. The existing culverts have holes throughout the steel and significant pack rust throughout the remainder of the section along the waterline of the culvert. The culvert was in stable condition until recently when a sink hole on the roadway above opened up. We understand that at this point the City would like to replace the culvert with a single barrel culvert structure. It is further understood that the City would like to re-work the upstream (west) end treatment in order to incorporate the large storm sewer discharging into Bishop Creek from the south, and stabilize the area as a whole.

**Scope of Service**

The scope of service that OHM will provide includes:

- ▶ Design a replacement culvert for the dual arch culvert at the Bishop Creek on Meadowbrook Road.
- ▶ Design a modification to the storm sewer structure and storm sewer immediately upstream of that structure on the west side of Meadowbrook Road, south of the culvert replacement.
- ▶ Topographic survey will be collected in the area of the Bishop Creek for 75' each side of centerline for a length of approximately 200' centered on the culvert. The survey will collect locations of visible private and public utilities, manhole structures, storm sewers, crown and edges of road, edges of shoulder, driveway locations, fences, ditches, trees over 6" and limits of brush. One cross section of the stream both upstream and downstream and at each end treatment will also be collected.
- ▶ Preparation of a structure study, comparing options and costs for the replacement structure.
- ▶ Preparation of the DEQ joint permit.
- ▶ Preparation of Road Commission for Oakland County (RCOC) permit for temporary maintaining traffic signs on Grand River.
- ▶ Prepare plans for the culvert replacement including:
  - Title Sheet, Notes, and Legend sheets
  - Culvert details including wing walls
  - Excavation, backfill and roadway reconstruction details (minimum required to replace culvert)
  - Storm Sewer structure and sewer modifications
  - Soil erosion and sedimentation items
  - Maintenance of Traffic for detour
- ▶ Preparation of project manual based on City template for front end.
- ▶ Assist the City with coordination of utilities found in the area that may have minor impacts during construction. It is anticipated that there will be some underground utility conflicts and relocation may be necessary. One field meeting has been included in the proposal.
- ▶ Coordination with MDEQ regarding the permit.
- ▶ Traffic control plans for a complete closure of Meadowbrook Road
- ▶ Shop drawing review for culvert.

### **Project Assumptions**

The following project assumptions were used to complete this proposal for this project:

- ▶ Road grades will remain the same as existing.
- ▶ Wingwalls will be precast concrete.
- ▶ Proposed box culvert will be approximately 14' in width (final width determined after survey has been completed).
- ▶ Roadway cross section will allow for 49-foot clear roadway (three 11 foot lanes and two 8 foot shoulders) with guardrail on both sides. The guardrail will be replaced in its current location and the road section will match the existing section.
- ▶ Culvert will be replaced under a detour a Meadowbrook Road.

### **Deliverables**

The following deliverables are anticipated as part of this project:

- ▶ The deliverables are to consist of construction plans, an engineer's estimate, and the project manual for the project.

### **Exclusions**

The following items are assumed to be excluded from this proposal scope:

- ▶ Hydraulic modeling of existing and proposed conditions on the Bishop Creek. Our initial investigation has indicated that this will not be required if we increase the size of the box and maintain the elevation of the existing roadway. If after the design begins and more information on the project is available, indicating that hydraulic modeling is necessary then it will need to be added to an amended contract. We anticipate that a contract increase of \$3,000 would be required if hydraulic modeling would need to be added.
- ▶ Permit fees for DEQ permit and RCOC permit.

### **City Responsibility**

The following items are assumed to be necessary by the City as part of the project:

- ▶ Coordination with property owners in the area of the project.
- ▶ Review of culvert plans at milestones during the project design phase.
- ▶ Payment of required permit fees.

### **Fee Schedule**

OHM proposes to provide the above outlined professional services in accordance with the current blanket services Agreement between the City and OHM Advisors, for a flat staff rate of \$105/Hr for individual staff, and \$150/Hr for a 2-man survey crew. Services will be performed based on our actual time expended, for a Not-to-exceed fee of \$35,790.

We anticipate that future Construction Engineering, Contract Administration and Construction Staking will be performed as a percentage of the construction cost. We also assume that the percentage would be based on either the Storm Sewer Construction fee table or Road Construction fee table in the Agreement for Engineering Services. The future cost for performing construction inspection is not part of this proposal, and will be included in the future construction contract as Inspection Crew Days.

### **Schedule**

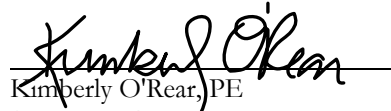
We will proceed with this work upon authorization, for an anticipated April 2016 Advertisement through the City of Novi. The following are specific milestone dates:

- 30% plans – December 21, 2016
- 80% plans – March 03, 2016
- 100% plans – March 29, 2016

**Additional Services**

Additional services for any other services not specifically described in the Scope of Services can be performed on an hourly basis upon further authorization by the City.

Sincerely,  
OHM Advisors

A handwritten signature in black ink, appearing to read "Kimberly O'Rear", is written over a horizontal line.

Kimberly O'Rear, PE  
Structures Group Manager

Attachment: OHM Fee Table Summary

cc: George Tsakoff, OHM

# PROPOSED WORK PLAN

**CITY OF NOVI**

**MEADOWBROOK ROAD CULVERT REPLACEMENT**



TASK	O'REAR QAQC	RYCHWALSKI Project Engineer	NELSON Structural Design	CADD Various	SURVEY 2-man Crew	TSAKOFF Project Manager	TASK TOTAL
Survey/ Processing/ Setup	1	4	2	6	16	2	31
Utility Coordination	0	8	8	2	0	2	20
Structure Study	2	16	16	0	0	1	35
Preliminary Plans/ Specs	4	40	60	8	0	10	122
Final Plans/Specifications/MERL Estimate	4	20	30	12	0	12	78
Permits	0	8	12	4	0	4	28
Bidding/Award	0	12	0	0	0	3	15
Shop Drawing Review	0	4	0	0	0	1	5
<b>PERSON HOURS</b>	11	112	128	32	16	35	
<b>BILL RATES</b>	105	105	105	105	150	105	
<b>TOTAL</b>	1155	11760	13440	3360	2400	3675	<b>\$ 35,790.00</b>



# SUPPLEMENTAL PROFESSIONAL ENGINEERING SERVICES AGREEMENT

## MEADOWBROOK ROAD CULVERT REPLACEMENT

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

### **RECITALS:**

This Agreement shall be supplemental to, and hereby incorporates the terms and conditions of the AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES FOR PUBLIC PROJECTS, and attached exhibits, entered into between the City and the Consultant on December 18, 2012.

The project includes the design and the preparation of plans and specifications for replacing the Meadowbrook Road Culverts north of Grand River Avenue over Bishop Creek. Plan preparation will include submission of the DEQ joint permit required for the work.

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

### **Section 1. Professional Engineering Services.**

For and in consideration of payment by the City as provided under the "Payment for Engineering Services" section of this Agreement, Consultant shall perform the work described in the manner provided or required by the following Scope of Services, which is attached to and made a part of this Agreement as Exhibit A, all of said services to be done in a competent, efficient, timely, good and workmanlike manner and in compliance with all terms and conditions of this Agreement.

Exhibit A                      Scope of Services

### **Section 2. Payment for Professional Engineering Services.**

#### **1. Basic Fee.**

- a. Design Phase Services: The Consultant shall complete the design phase services as described herein for a lump sum fee of \$35,790, per the proposal dated September 14, 2016.
- b. Construction Phase Services will be awarded at the time of construction award, should it occur.

#### **2. Payment Schedule for Professional Engineering Services Fee.**

Consultant shall submit monthly statements for professional engineering services rendered. The statements shall be based on Consultant's estimate of the proportion of the total

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

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

3. Payment Schedule for Expenses.

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

**Section 4. Ownership of Plans and Documents; Records.**

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

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

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

**Section 5. Termination.**

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

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

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

as may have been accumulated by the Consultant in performing the services included in this Agreement, whether completed or in progress.

**Section 6. Disclosure.**

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

**Section 7. Insurance Requirements.**

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

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

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

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

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

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

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

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

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

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

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

**Section 9. Nondiscrimination.**

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

**Section 10. Applicable Law.**

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

**Section 11. Approval; No Release.**



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

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

**Section 12. Compliance With Laws.**

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

**Section 13. Notices.**

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

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

Consultant: James Stevens, P.E.

**Section 14. Waivers.**

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

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

During the performance of the professional services by Consultant, City shall have the right to inspect the services and its progress to assure that it complies with this Agreement. If such inspections reveal a defect in the work performed or other default in this Agreement, City shall provide Consultant with written notice to correct the defect or default within a specified number of days of the notice. Upon receiving such a notice, Consultant shall correct the specified defects or defaults within the time specified. Upon a failure to do so, the City may terminate this Agreement by written notice and finish the work through whatever method it deems appropriate, with the cost in doing so being a valid claim and charge against Consultant; or, the City may preserve the claims of defects or defaults without termination by written notice to Consultant.

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

**Section 16. Delays.**

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

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

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

**Section 17. Assignment.**

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

**Section 18. Dispute Resolution.**

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

WITNESSES

Orchard, Hiltz & McCliment, Inc.

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By:  
Its:

The foregoing \_\_\_\_\_ was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_, by \_\_\_\_\_ on behalf of  
\_\_\_\_\_.

\_\_\_\_\_  
Notary Public  
\_\_\_\_\_  
County, Michigan  
My Commission Expires: \_\_\_\_\_

WITNESSES

CITY OF NOVI

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
By: Robert J. Gatt  
Its: Mayor

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

\_\_\_\_\_  
Notary Public  
Oakland County, Michigan  
My Commission Expires: \_\_\_\_\_

## EXHIBIT A - SCOPE OF SERVICES

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

### A. **Basic Services.**

[see attached]

### B. **Performance.**

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